

Mens cuiusque, et est Quisque.



SAM. PETTYS CAR. ET LAC. ANGL. REGID.
A SECRETIS ADMIRALIS.

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PART I.

An Indenture of an Annuity.

THis Indenture made the twentieth day of, &c. in the &c. between I. S. of *Shipton* in the County of *York* Esq; of the one part, and C. P. of *London* Esq; of the other part, witneseth, That the said I. S. for and in consideration of the sum of, &c. to him before the enscaling and delivery of these presents well and trully contented and paid, whereof and wherewith he the said I. S. doth acknowledge and confesse himself to be fully satisfied and, thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said C. P. his Heirs, Executors, and Administrators, and every of them, for ever by these presents: Hath given, granted, and confirmed, and by these presents doth give, grant, and confirm for him and *Grant.* his Heirs, unto the said C. P. his Executors and Assigns, One Annuity of yearly Rent-charge of Two hundred pounds of lawful money of *England*, to be issuing and going out of all those the Mannors and Lordships of *Stanton*, &c. with all and singular their rights, members, and appurtenances, in the said County of *York*, and out of all and singular the Messuages, Cottages, Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Commons, Moors, Marshes, Rents, Reversions, Services, Profits, Commodities, Emoluments, and Hereditaments whatsoever, with the appurtenances to the several Mannors, or any of them belonging, or heretofore had, sold, reputed, occupied, or enjoyed, as part or parcel of them, or any of them: And also out of all other the Lands, Tenements, and Hereditaments of the said I. S. within the said County of *York*,

To have and to hold, perceive, receive, and take the said Annuity, or yearly Rent-charge of, &c. unto the said C. P. his Executors and Assigns, from the day of the date of these presents, for and during the full term and time of forty years now next ensuing, and fully to be compleat and ended, if the said C. P. and R. P. Esq; Nephew to the said C. P. or either of them shall so long live; To be paid at four most usual Feasts or Terms in the year; that is to say, the Feast of, &c. by even and equal

A Covenant to pay 2l. for every day after default in payment of the Rents, and to Re-enter.

portions, at or in the Church porch of the Parish-Church of, &c. And the said I. S. for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, doth covenant, promise, and grant, to and with the said C. P. his Heirs, and Assigns, that if it shall happen the said yearly Rent of, &c. to be behind and unpaid, in part, or in all, over or after any of the said Feast-days, in which the said ought to be paid, being lawfully demanded, according to the true intent and meaning of these presents; That then he the said I. S. his Heirs and Assigns, shall and will not only forfeit and lose unto the said C. P. his Executors and Assigns, for or in the name of a pain or penalty, the sum of forty shillings of Lawful money of England, for every day the said yearly Rent shall happen to be behind and unpaid, in part, or in all, over, or after any of the said Feast days, wherein the same ought to be paid, as before is mentioned: But also that it shall and may be lawful to and for the said C. P. his Executors and Assigns, and to and for every of them, from time to time, from and after every of the said Feast-days, wherein the said yearly Rent, or any part thereof, should or ought to be paid, as before is mentioned; into all and singular the said Mannors, and into every of them, and into all other the Lands, Tenement, and Hereditaments, to the said Mannors, or any of them belonging, and into all other the premises, with all and singular their appurtenances, and into every or any part or parcel thereof at his, or their, or any of their free wills or pleasures, to enter and distrain, as well for the said yearly Rents, as for the said sum or sums of money, which shall or may happen to become forfeited or lost, for or in the name of a pain, as is aforesaid, and for the arrerages of them, and either of them, if any shall happen to be, and the distress and distresses then and there found, to lead, drive, take, and carry away, and the same to detain and keep until the said C. P. his Executors, or Assigns,

sings, shall be fully satisfied, contented, and paid. And the said I. S. for himself, his Executors, &c. doth covenant and grant to and with the said C. P. his Executors, &c. that he the said I. S. at the time of the enfealing and delivery of these present Indentures, is solely, rightfully, and absolutely seized in his Demeasn, as of Fee-simple, to his own proper use and behoof,

Covenant that he is seized in Fee, and hath power to charge the premises with the Annuity.

without any manner of condition or limitation of any uses, to alter, change or determine the same, of and in the said Mannors, Messuages, Lands, Tenements, Hereditaments, and all other the premises above-named, with their appurtenances, and of every part and parcel thereof: And that he now hath full power and lawful authority to charge all and singular the same premises, with the appurtenances, and every part thereof, to and with the said Annuity, or yearly Rent, &c. in manner and form above-declared: And also that the said Mannors, Messuages Lands, Tenements, and all other the premises, now are, and so from time to time, and at all times, for and during the said term of forty years, (if the said R. and C. or either of them shall so long live) shall and may remain, and continue liable, sufficient, and overt to, and for distress and distresses of the said A. and of his Executors or Assigns, as the case in that behalf shall require, for and concerning the said yearly Rent, and other the premises, and every part thereof: And the said I. S. for himself, &c. that he the said I. S. his Executors and Assigns, shall and will from time to time, and at all times hereafter, for and during the space of five years next ensuing the date hereof, at the reasonable request of the said C. P. his Executors and Assigns, or any of them, at his or their, or any of their proper costs and charges in Law, do, make, knowledge, and suffer, or cause and procure to be done, made, knowledge, and suffered, all and every such further reasonable and lawful act and acts, thing and things, device and devices in the Law whatsoever, for the further, more better and perfect assurance, surety, and sure making of the said Annuity or yearly Rent-charge of, &c. to the said C. P. his Executors and Assigns, for and during the said term of forty years, if the said C. and R. do so long live, according to the true intent and meaning of these presents, as by the said C. P. his Executors, Administrators, or Assigns, or by any of them, or by any of their Council learned in the Law, shall be reasonably devised, advised, or required. In witness

whereof, the parties aforesaid to these present Indentures have not only interchangably set their, &c. but also the said I. S. hath given and delivered unto the said C.P. ten shillings currant English money, in the name of feisin of the said aforesaid Annuity, or yearly Rent-charge of, &c. before mentioned. Dated the day and year above written.

An Indenture of Lease with extraordinary Covenants.

THis Indenture made, between C. B. of, &c. of the one part, and I. S. of *Stretton* in the County of, &c. witnesseth That the said C. B. for and in consideration of, &c. hath demised, granted, set, and to Farm let, and by these presents doth, &c. unto the said I. S. all that his Messuage or Tenement, sit, lying, and being in, &c. aforesaid, together with all Houses, Edifices, Buildings, Barns, Yards, Orchards, Crofts, Lands, Meadows, Pastures, Feedings, Commons, Profits, and Commodities whatsoever, to the said Messuage or Tenement of right in any wise belonging, lying within the Town or Fields of *Stretton* aforesaid: All which Messuage or Tenement, with all other the premises, are now in the occupation of the said I. S. (except and always reserved out of this present Lease, all manner or Trees growing or being in or upon the said premises, or any part thereof) To Have and to Hold, the said Messuage or Tenement, with all Houses, Edifices, Buildings, Barns, Yards, Orchards, Crofts, Lands, Meadows, Pastures, Commons, Profits, and Commodities, with their appurtenances, as is aforesaid, (except before excepted) unto the said I. S. his Executors, &c. from the day of the date of these presents, unto the full end and term of 21 years from thence next ensuing, and fully to be compleat and ended, Yielding and paying therefore yearly, during the said term, unto the said C. B. and the Heirs of his Body lawfully begotten, and for default of such Issue, to the right Heirs inheritable to the premises, the yearly Rent of, &c. at two of the usual Feasts in the year, that is to say, at the Annunciation our Lady, and St. Michael the Archangel, by even and equal portions, and doing service to the Court of the said C.B. his Heirs, and others aforesaid, at his or their Mannor of S. aforesaid, as often as it shall be kept there, at or upon reasonable summons or warning, as other Tenants of the said Mannor do, or should do: And at the decease of the said I. S. and such his Assigns, as hereafter by him shall be nominated or appointed, dying Tenants of the premises, to pay his or their best Beast unto the said C. B. and to such as the remainder or reversion of the said Mannor should come unto, in the name of a Heriot. And if it shall happen the said yearly

yearly Rent of, &c. to be behind or unpaid, in part, or in all, by the space of, &c. next after any of the said Feasts at which it ought to be paid (if it be lawfully demanded) that then and from thenceforth, it shall and may be lawful unto and for the said C.B. his Heirs, &c. and all and every other the person or persons above named, to whom the right thereof shall appertain as aforesaid, into the said Messuage or Tenement, and all other the premises with the appurtenances, wholly to re-enter, and the same to have again, retain, and repossess as in his or their former estate; this Indenture, or any thing therein contained to the contrary in any wise notwithstanding. And also it is covenanted and agreed, that it shall and may be lawful unto the said I.S. and his Assigns, to lop the Trees growing upon any parcel of the premises heretofore lopped, at all times convenient, for the necessary fencing of the hedges. And the said I.S. doth covenant and grant, for him, his Executors, Administrators, and Assigns, by these presents, to and with the said C.B. his Heirs, Executors, Administrators, and Assigns, and every of them, That he the said I.S. and his Assigns, shall and will make and do, or cause to be made or done, at his or their own proper costs and charges, all and all manner of Reparations in and upon the premises before by these presents granted and letten, from time to time, when and as often as need shall require, during the said term of, &c. and so well and sufficiently repaired, shall in the end of the said term, or other sooner determination of this present Lease, yield up and leave the same.

And further, shall from time to time, during the said term, do his or their suit to the Mill or Mills of the said C.B. within the said Mannor of S. aforesaid, and all such Corn and other Grain whatsoever, as the said I.S. aforesaid doth or may occupationally use to grind, or cause to be ground, to be at the same Mill or Mills ground. And it is further covenanted and agreed between the said parties, that it shall and may be lawful to & for the said C.B. and his Heirs, or any to whom the Right thereof shall appertain, as aforesaid, if it be their pleasure, at any time hereafter during the said term, to make an exchange of parcel or parcels of the Lands, or Meadows, or any part or parcel of the premises belonging to the said Messuage or Tenement, & to take and have the same at his or their will and pleasure, giving and allowing unto the said I.S. and his Assigns, as much Land in quantity and goodness for the same, in such place within the Fields of S. aforesaid, as by the judgment and discretion of four

For Reparation,

To do suit belonging to the Mills of the said Mannor.

of the Tenants or the Assigns of the said S. as the Right thereof shall asertain as aforesaid, then dwelling in S. aforesaid, shall be adjudged, nominated, and appointed. And the said I. S. covenanteth and granteth, &c. that he the said I. S. or his Assigns, shall and will yearly, during the said term, at seasonable times, due and convenient in the year, plant or set in and upon the premises, six handsome young Trees or Saplings of Oak, Elm, or Ash, and them so planted and set shall from time to time yearly cherish, preserve, sustain, and suffer to grow and increase, to the most profit, use and behoof of the said C. B. his Heirs and Assigns for ever. Provided always, and it is fully conditioned and agreed between the said parties, that the said I. S. shall not at any time hereafter Demise, Grant, Let, Set, Assign, or any other way or means, put away or depart with the said Leases Term of years, Messuage, or Tenement, and other the premises, with the appurtenances, or any part or parcel thereof, or do, procure, and suffer to be done, any Act, Deed, or thing whatsoever, whereby the same, or any part or parcel thereof, shall or may at any time hereafter, Revert, Descend, or come unto any person or persons whatsoever, other than unto his Wife and Child, at any time during the said term, without the consent of the said C. B. or his Heirs, and other the persons aforesaid, first had and obtained in writing, under his or their hands or seals, upon pain or forfeiting of this Indenture of Lease: any thing herein contained to the contrary in any wise notwithstanding.

And the said C. B. covenanteth for himself, his Heirs, Executors, and Administrators, &c. to warrant and defend the said Messuage or Tenement, and all other the premises above written, unto the said I. S. and such his Assigns as are above expressed, against all person or persons pretending any title to the same, from, by, or under him the said C. B. his Heirs or Assigns, during the said term, according to the true intent and meaning of these presents. In witness whereof the parties first abovenamed unto these present Indentures interchangeably have set their hands and seals, the day and year first above-written.
Amag; Dem. 1681.

A Deed of Gift made to one to save him harmless from all Bonds.

TO all Christian people to whom this present Writing shall come, I J. P. of, &c. send greeting in our Lord God everlasting. Know ye, that I the said J. P. as well for the indempnity.

Heirs, Executors, and Administrators, and every of them, and from all manner of Bonds and Writings Obligatory whatsoever, wherein the said R. B. is and standeth bound for me the said J. P. in any sum or sums of money to any person or persons whatsoever; as also for divers other good causes and considerations me hereunto especially moving. Have given and granted, bargained, sold, and confirmed, *Grant*, and by these presents do give, grant, bargain, sell, and confirm unto the said R. B. all and singular my Leases, Goods and Chattels whatsoever, as well real as personal, of what kind, nature, quality, or condition soever the same are or be, and in what place or places soever the same shall or may be found, as well in my own custody and possession, as in the hands, custody, and possession of any other person or persons whatsoever; To have and to hold all and singular the said Leases, Goods and Chattels, and all other the premises, with the appurtenances, to the said R. B. his Heirs, Executors, Administrators, and Assigns, to his and their own proper use and behoof for ever: And I the said J. P. and my Heirs, all and singular the said Goods and Chattels, and other the premises unto the said R. B. his Executors, Administrators, and Assigns, to his and their own proper use, as aforesaid, shall and will warrant and for ever defend, by these presents. Provided always, that if I the said J. P. my Executors, Administrators, or Assigns, or any of us, do or shall from time to time, and at all times hereafter, clearly acquit and discharge, or otherwise sufficiently save and keep harmless the said R. B. his Executors, Administrators, and Assigns, and all his and their Goods, Chattels, Lands, Tenements, and Hereditaments, and every of them, off and from all and singular Bonds and Writings Obligatory whatsoever, wherein or whereby the said R. B. at the request and for the debt of me the said J. P. is and standeth bound to any person or persons whatsoever, in any sum or sums of money, and off and from all manner of Actions, Suits, Charges, Troubles, Expences, and Demands whatsoever, which shall or may in anywise hereafter happen, come, grow, or be, to or against the said R. B. his Executors or Administrators, or any of them, for or by reason or means of the same Obligations or Writings Obligatory, or any of them, or any thing in them or any of them mentioned or contained, that then this present Deed or Grant, and every thing herein contained, shall be utterly void and of none effect; any thing herein before specified to the contrary

contrary thereof in any wise notwithstanding. In witness whereof, &c.

A Lease of a House and certain Lands made in consideration of a certain sum of Money, the Fee-simple being in the Lessor.

THis Indenture made &c. between M.C. of, &c. Gentleman and A.C. his Wife on the one part, and T.E. of, &c. Esq; on the other part, witnesseth, That the said M. C. and A. his Wife, for and in consideration of the sum of, &c. of lawful money of *England* to them in hand paid before the enfealing and delivery of these presents by the said T. E. whereof and wherewith they the said M. C. and A. acknowledge themselves to be fully satisfied, contented, and paid, and thereof, and of every part and parcel thereof, do clearly acquit and discharge the said T. E. his Executors, Administrators, and Assigns, by these presents, Have Demised, Granted, Set, and to Farm let, and by these presents do Demise, &c. unto the said T. E. his, &c. All that their Mansion-house, with the Rights, Members, and Appurtenances thereof, situate, lying, and being in *Arlscot*, in the Parish of N. in the County of W. and all that Close of Pasture commonly called or known by the name of *The Great Close*, containing by estimation forty Acres, be it more or less; and also all that Close of Pasture commonly called or known by the name of *The Middle Pasture*, containing by estimation forty Acres, be it more or less; and all that Close of Pasture, &c. All and singular which said Closes and other the Premises, are or late were in the tenure or occupation of the said M. or his Assignee or Assignees, and are situate, lying, and being in A. aforesaid in the said County of N. and also all other Messuages, Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Orchards, Gardens, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Commons, Waste-ground, Moors, Marshes, Rents, Reversions, Services, Profits, Commodities, and Hereditaments whatsoever, of them the said M. C. or A. C. or either of them situate lying and being in A. aforesaid, or in either of them, in the said County of N. To Have and to Hold the said Mansion-house, Closes of Meadow, Pasture and Arable, and all and singular other the premises, with their and every of their Appurtenances before by these presents demised, and every part and parcel thereof unto the said T. E. his Executors, Administrators, and Assigns, from the Feast-day of, &c. last past before the date

date hereof, unto the full end and term of, &c. from thence next ensuing, and fully to be compleat and ended. Yielding and paying therefore yearly, during the said term, unto the said M. C. and A. his Wife, their Heirs and Assigns, one Pepper corn at the Feast of, &c. if the same be lawfully demanded. And the said M. for himself, and for the said A. his Wife, their Heirs, Executors, Administrators, and Assigns, and every of them, doth Covenant, Promise, and Grant to and with the said T. E. his Executors, Administrators, and Assigns, and to and with every of them, by these presents, in manner and form following. That is to say, That he the said M. C. at the time of the enfealing and delivery of these presents, standeth and his lawfully seized in his Demeasn, as of Fee, of and in the said Mansion-house, and several Clofes, and of and in all other the premises before by these presents demised, or mentioned to be demised, with their and every of their appurtenances, without any manner of condition or limitation of use or uses, to alter, change, or determine the same: That they the said M. C. and A. or one of them, now have or hath full power and authority to demise and grant the said Mansion house, and other the premises, with their appurtenances, and every part and parcel thereof, unto the said T. E. his Executors, Administrators, and Assigns, in manner and form aforesaid; and also that the said Mansion-house, Clofes, and other the premises before by these presents demised or meant, mentioned or intended to be demised, and every part and parcel thereof, now are, and by and during the said term of, &c. by these presents granted, shall be, remain, and continue unto the said T. E. his Executors, Administrators, and Assigns, of the clear yearly value of, &c. at the least, over and above all charges and reprises: And further, that the said T. E. his Executors, Administrators, and Assigns, under the Rents, Covenants, Grants, and Agreements in these presents contained, shall and may at all times hereafter, and from time to time during the term hereby granted or demised, or meant, mentioned, or intended to be granted or demised, quietly and peaceably to have, hold, use, occupy, possess, and enjoy the said Mansion house, Clofes, and all other the premises, and every part and parcel of them, with their and every of their appurtenances: And the Rents, Issues, and Profits thereof, shall or may receive, percieve and take to his and their own proper use and behoof, cleanly acquitted, exonerated; and discharged of, and from, all manner
of

of former and other Bargains, Sales, Gifts, Grants, Leases, Joyntures, Dowers, Statutes-Merchant, and of the Staple, Recognizances, Intrusions, Judgments, Executions, Rent charges, Rehus-seck, Averages of Rents, Debts, and Duties to the Kingdom: And off and from all other Charges, Titles, Troubles, and Incumbrances whatsoever, had, made, committed, done, or suffered by the said M. C. and A. or either them, their or either of their Heirs or Assigns, or by any other person or persons whatsoever. And moreover the said M. C. for himself, and for the said A. his Wife, their Heirs, Executors, and Administrators, and for every of them, doth covenant, promise, and grant to and with the said T. E. his Executors, Administrators, and Assigns, and to and with every of them by these presents, that he the said M. C. and A. his Wife, their Heirs and Assigns, shall and will at all times hereafter, and from time to time during the term and space of five years next ensuing the date hereof, upon all and every reasonable request and requests, to him or them, or any of them to be had or made by the said T. E. his Executors, Administrators, or Assigns, or any of them, and at the costs and charges in the Law of him the said T. E. his Executors or Assigns, or some of them, do, make, acknowledge, execute, and suffer, or cause to be done, made, acknowledged, executed, and suffered, all and every such further lawful act and acts, thing and things, device and devices in the law whatsoever, for the better confirmation of these presents. And for the better and further assurance, surety, sure-making, and conveying of the said Mansion-house, Closes, and other the premises, and every or any of them, with their and every of their appurtenances for and during the said term of, &c. years, hereby granted, or mentioned to be granted unto the said T. E. his Executors, Administrators, or Assigns, according to the true intent and meaning of these presents, as by the said T. E. his Executors, Administrators, or Assigns, or by his or their Council learned in the Law, shall be reasonably devised, &c. In witness, &c.

An Assignment of the same Lease and Premises to a third person in trust, upon condition that if the money be not paid, the Assignment to be void.

THis Indenture made the, &c. between T. E. of, &c. on the one part, and T. C. of, &c. on the other part, witnesseth, That whereas M. C. of, &c. Gent. and A. C. then Wife of the said M. by their

their Indenture of Lease, being dated the, &c. for the considerations therein mentioned, did demise, grant, and to Farm let unto the said T. E. his Executors, Administrators, and Assigns, all that his Mansion-house, with the Rights, Members, and Appurtenances thereof, situate, lying, and being in *Arlescott*, in the Parish of N. in the County of N. and all that Close of Pasture, commonly called or known by the name of the Great Close, containing by estimation forty Acres, be it more or less; and also all that Close of Pasture, commonly called or known by the name of the Middle Pasture, containing by estimation forty Acres, be it more or less; and all that Close of Meadow, &c. All and singular which said Closes and other the premises, then or late were in the tenure or occupation of the said M. his Assignee or Assignees, and are situate, lying, and being in *Arlescott* aforesaid, in the said County of N. and also all other Messuages, Houses, Edifices, Buildings, Dove-houses, Orchards, Gardens, Tenements, Meadows, Pastures, Feedings, Woods, Under woods, Commons, Waste-ground, Moors, Marshes, Rents, Reversions, Services, Profits, Commodities, and Hereditaments whatsoever, of them the said M. C. and A. C. or either of them, situate, lying, and being in A. aforesaid, and N. or either of them, in the said County of N. To Have and to Hold the said Mansion-house, Closes of Meadow, Pasture, and Arable, and all and singular other premises, with their and every of their appurtenances, by the said Indenture of Lease demised or mentioned to be demised, and every part and parcel thereof, unto the said T. E. his Executors, Administrators, and Assigns, from the Feast of, &c. then last past, before the date of the same Indenture of Lease, unto the full end and term of, &c. from thence next ensuing, and fully to be compleat and ended. Yielding and paying therefore yearly, during the said term, unto the said M. C. and A. his Wife, and to the Heirs and Assigns, of the said M. one Pepper-corn only at the Feast of, &c. if the same shall be lawfully demanded, as in and by the same Indenture of Lease amongst divers other Covenants, Grants, Articles, and Agreements therein contained, more fully and at large it doth and may appear. Now this Indenture further witnesseth, The said T. E. for and under the Proviso or Condition hereafter in these presents mentioned and expressed, hath granted, bargained, sold, assigned, and set over, and by these presents doth fully clearly, and absolutely grant, bargain, sell, assign, and set over unto the

he said T. C. his Heirs and Assigns, all the Estate, Right, Title, Interest, Property, Possession, Term of years, Claim and Demand whatsoever, which he the said T. E. now hath, may, might, should, or in any wise ought to have or claim, of, in, or to the said Mansion-house, Closes of Land, and other the premises, with the appurtenances, by the said Indenture of Lease demised, and in and to every or any part or parcel thereof, by force and virtue of the said recited Indenture of Lease. Provided always, that if the said T. C. his Heirs, Executors, Administrators, or Assigns, or some of them, shall not well and truly pay, or cause to be paid unto the said T. E. his Executors, Administrators, or Assigns, the sum of, &c. at or on, &c. without fraud, &c. That then this present Indenture, and all and every Covenant, Grant, Article, and Agreement therein contained, shall be utterly void, frustrate, and of none effect; any thing herein before specified to the contrary thereof in any wise notwithstanding. In witness, &c.

An Assignment of a Judgment, with a Letter of Attorney therein asserted.

TO all Christian People, to whom this present Writing shall come, We I. H. Clerk, Parson of, &c. and G. B. of, &c. Son and Executor of I. B. late of, &c. Gentleman, deceased send greeting. Whereas there is a Judgment of 400 l. depending in the Court commonly called the Kings-bench at *Wemminster*, against E. S. of F. Esq; and R. S. of F. aforesaid, Gentleman, at the suit of me the said I. H. and of the said I. B. deceased, as by the Record thereof remaining in the said Court of Kings-Bench, more at large may appear; upon which Judgment, there hath been Execution lately prosecuted and taken forth. Now know ye, that we the said I. H. and O. B. for divers just causes and valuable considerations us hereunto especially moving. Have granted, transferred, assigned, and set over; and by these presents do clearly and absolutely grant, transfer, assign and set over unto *Anthony H. of Lincolns Inn*, in the County of *Middlesex*, Gentleman, his Executors, Administrators, and Assigns, as well the said Judgment of 400 l. aforesaid, as also all the Benefit, Commodity, Sum and Sums of Money, Profit and Advantages whatsoever, that now is, or hereafter shall be obtained or gotten, by reason or means of the same Judgment, or of any Execution or Extent thereof, or thereupon to be had, sued, executed, or obtained, and all the Estate, Right, Title,

Title, Interest, and Demand whatsoever, which we the said I. H. and O. B. or either of us have or ought to have, or claim, of, in, and to the said Judgment of 400 l. or any Sum of Money, Lands, Tenements, or other things, which by virtue thereof, or of any Execution, Process, or Proceedings thereupon used, shall be recovered, obtained, or gotten. And further, We the said I. H. and O. B. do by these presents make, ordain, constitute, authorize, and appoint the said A. H. to be our true and lawful Attorney, for us, and in our name, or the names of either of us, to Sue and Prosecute the Execution upon the said Judgment, and upon satisfaction given, or any other end, Composition, or Agreement made concerning the premises, to acknowledge satisfaction, or to make and do any other Release and Discharge for the same; and all and every other act or acts, thing or thing whatsoever, as shall be requisite and needful to be done in or about the premises, we covenant, promise, and grant, allow, ratify, establish, and confirm by these presents. And we the said I. S. and O. B. for us, and either of us, our Executors and Administrators, do covenant, promise, and grant to and with the said A. H. his Executors Administrators and Assigns, by these presents, in manner and form following. That is to say, That neither the said I. B. in his life time, nor we the said I. H. and O. B. nor any of us, have heretofore made, done, or committed any Release or other Discharge of the said Judgment, or of any Extent or Execution which hath been thereupon sued or executed; nor we the said I. H. and O. B. or either of us, our Executors or Administrators, at any time hereafter shall or will make, commit, or do any Release, or other act or thing whatsoever, whereby the said Judgment, or any Extent or Execution which hath been thereupon sued or executed, or which shall be thereupon sued or executed at any time hereafter by the said A. H. or his Assigns, shall be in any manner of wise hurt, hindered, disabled, debarr'd, or extinguished, without the consent of the said A. H. his Executors, or Ass. which shall be thereupon first had and obtained in writing under his or their hands and seals. And further, that we the said I. H. and O. B. our Executors, Administrators, and Assigns, and every of us, shall and will at all times hereafter, and from time to time, upon request made, and at the cost and charges of the said A. H. and his Assigns, maintain, justify, allow and confirm all such lawful Writs, Suits, Process, Extents, Executions, and Proceedings what-

whatsoever, as have been, or hereafter shall be brought, sued forth, or prosecuted against the said E. S. and R. S. or either of them, their Executors or Administrators, or their, or any of their Lands, Tenements, or Goods, upon or by reason of the said Judgment of Four hundred pounds above-mentioned; And that the said A. H. his Executors, and Administrators, shall and may peaceably and quietly have and hold, receive and enjoy, to his and their own proper use and behoofs, all such benefit, sum and sums of money, Lands, Tenements, and other things, as by virtue of the said Judgment, or any Warrants, Execution, Process, or Proceedings thereupon brought, or to be brought, sued or prosecuted, shall be recovered, obtained, or gotten, without let, suit, trouble, eviction, or disturbance of us the said L. H. and O. S. or either of us, our Executors, or Administrators, and without any account or other thing, to us or any of us, to be therefore made or given. In witness, &c.

An Assignment of a House and Lands, from one who had the same in Mortgage, and was foreclosed to him.

THIS Indenture made, &c. between W. B. of &c. on the one part, and G. H. of &c. on the other part, witnesseth That whereas E. C. of, &c. by his Indenture bearing date &c. (and so go forward with the Recitals.) And whereas in the said recited Indenture of Assignment, there is a Proviso or Condition contained for redemption of the premises, upon payment of one hundred pounds of, &c. on the sixth day of, &c. which then should be, and since hath been in the year of our Lord God, &c. at or in the, &c. as in and by the said Proviso or Condition, whereunto relation being had, more fully and at large it doth and may appear, which said sum of 100 l. &c. or any part thereof, was not paid or tendered to be paid, to or for the said W. B. at the day or place in the Proviso of Redemption limited for the payment thereof, and yet remaineth unpaid; by reason and means whereof, the said Messuage and other the premises, and the whole Estate, Lease, Right, Tide and Interest of the said E. C. in and to the same, became forfeited unto the said W. B. and he thereby was, and now is, and shall be lawfully interested and possessed in the same premises and every part thereof, during all the residue and term of years, which then were, and yet are to come, and unexpired of the term granted to the said E. C. in and by the said Indenture of Deed above-mentioned.

Now

Now this Indenture further witnesseth, That the said W. B. for and in consideration of the sum of &c. to him in hand paid by the said G. H. and before the sealing and delivery of these presents, whereof and wherewith, &c. hath given, granted, bargained, sold, assigned, and set over, and by these presents doth fully, clearly, and absolutely give, grant, &c. unto the said G. H. his Executors, Administrators and Assigns, as well the said Messuage, Tenement, Yards, Gardens, Orchards, and Closes to the same adjoining and belonging; Together also with all and every the Arable Lands, Meadows, Pastures, Feedings, Profits, Commodities, and Hereditaments, whatsoever to the said Messuage belonging, or in any wise appertaining. And all other the premises, with the appurtenances whatsoever, in and by the said Indenture of Demise granted to the said W. B. as aforesaid. As also all the Estate, Right, Title, Interest, Property, Possession, Term of years, Claim, and Demand whatsoever, which he the said W. B. his Executors, Administrators, or Assigns, now have, hath, may, might, should, or in any wise ought to have, or claim of, in, or to the said Messuage, and other the premises, with the appurtenances, and every or any of them, or any part and parcel thereof, by force and virtue of the said Indenture of Mortgage or Assignment above-recited, or either of them, or any thing in them, or any of them mentioned or contained, or by any other ways or means whatsoever: together with the same Indenture of Demise and Mortgage aforesaid; and all and every other Writings, and Minuments concerning the same. To have and to hold the said Messuage, Yards, Gardens, Lands, Meadows, Pastures, Feedings, Indenture, or Demise and Mortgage, Writings and Minuments, Estate, Right, Title, Interest, and Term of years, and all and singular other the premises, with the appurtenances, before by these presents bargained, sold, assign'd, and set over, and every part and parcel thereof, unto the said G. H. his Executors, Administrators, and Assigns, to his and their own proper use and behoofs, in as large, ample, and beneficial manner and form, to all intents, constructions, and purposes, as the said W. B. now hath, may, might, should, or in any wise ought to have and enjoy the same, by force and virtue of the said Indenture of Lease or Demise, or the said Indenture of Mortgage aforesaid, or either of them, or any thing in them, or any of them mentioned or expressed, or otherwise howsoever. *(A Covenant for discharge of Incumbrances.)* In witness whereof, &c.

A Mortgage of a Lease for Indemnity of certain sureties bound in an Obligation made to another in trust for their use.

THis Indenture made the, &c. between H. H. of &c. Gentleman, on the one part, and R. M. of &c. I. N. and R. D. of, &c. Gentlemen, on the other part, witnesseth, That whereas, &c. as in and by the said Indenture of Lease amongst other things more fully and at large appeareth. And whereas the said I. N. and R. D. at the request, and for the debt of the said H. H. together with him, in and by one Obligation with condition endorsed, bearing date with these presents, are and stand joyntly and severally bounden unto R. S. of, &c. in the sum of, &c. for the true payment of, &c. on the, &c. at or in the, &c. as in and by the said recited Obligation and Condition thereof more at large it doth and may appear. Now this Indenture further witnesseth, That the said H. H. for the Indemnity and Discharge of R. and D. their Heirs, Executors, and Administrators, and every of them of, and from the said recited Obligation, and all sum and sums of money therein mentioned and contained, and from all Consideration, Actions, Suits, and Demands concerning the same; hath given, granted, bargained, sold, assigned, and for ever, and by these presents doth fully, clearly, and absolutely give, grant, bargain, sell, assign, and set over unto the said R. M. his Executors, Administrators, and Assigns, as well the said Messuage or Tenement, and all and singular other the premises with the appurtenances, and every part thereof, by the said Indenture of Lease demised, and every part and parcel thereof; as also all the Estate, Right, Title, Interest, Property, Term of years, Claim, and Demand whatsoever, which he the said H. H. his Executors, Administrators, and Assigns, now have, hath, may, might, should, or in any wise ought to have or claim of, in, and to the said Messuage or Tenement, and other the premises, with the appurtenances, and every or any part or parcel thereof, by force and virtue of the said recited Indenture of Lease, or any thing therein contained, or by any other ways or means whatsoever, together with the said recited Indenture of Lease. To have and to hold the said Messuage or Tenements, Habund. Indenture of Lease, Estate, Right, Title, Interest, Term of years, and all and singular other the premises, with the appurtenances before by these presents bargained or sold,

or meant, mentioned, or intended to be hereby given, granted, sold, assigned, or set over, and every part and parcel thereof, unto the said R. M. his Executors and Assigns, from the enfealing and delivery of these presents forwards, for, during, and until the full accomplishment of all the residue of the said term of, &c. now to come and unexpired, granted by the said Indenture of Lease, in as large, ample, and beneficial manner and firm, to all intents, constructions, and purposes, as he the said H. H. now hath, may, might, should or in any wise ought to have and enjoy the same by force and virtue of the said recited Indenture of Lease, or any thing therein contained, or otherwise howsoever. Nevertheless, upon special trust and confidence, that he the said R. M. his Executors, Administrators, and Assigns, and every of them, shall stand and be interested and possessed of and in the said Messuage or Tenement, and all other the before bargained premises, with the appurtenances, and every part and parcel thereof, to the only proper uses and behoofs of the said L. N. and R. D. their Executors, Administrators, and Assigns, and to no other use, intent, or purpose whatsoever. And the said H. H. for himself, his Executors, and Administrators, doth covenant, promise, and grant to and with the said R. M. his Executors, &c. and to and with every of them by these presents, in manner and form following: That is to say, That the said recited Indenture of Lease, at the time of the enfealing and delivery of these presents, is a good, perfect, sure, and indefeasible Lease in the Law of, and for the said Messuage or Tenement, and premises thereby demised; and so shall stand, remain, and continue unto the said R. M. his Executors and Assigns to the uses before mentioned, for and during the term of years thereby granted and unexpired. And that he the said H. H. now hath full power, good right, true title, and lawful authority to give, grant, bargain, sell, and set over the same premises, and every part thereof, unto the said R. M. his Executors, Administrators, and Assigns, to the use aforesaid, in manner and form above mentioned, according to the true intent and meaning of the presents (*A Covenant for quiet enjoying, and from Incumbrances.*) Provided always, that if the said H. his Heirs, Executors, Administrators, or Assigns, or any of them, do truly pay or cause to be paid unto the said R. S. his Executors, Administrators, or Assigns, the said sum of &c. on the &c. at the place aforesaid, for and in full and clear discharge of the said recited Obligation

And that he hath power to demise.

Proviso.

gation and Condition above-mentioned, that then this Indenture to be void and of none effect: this Indenture or any thing therein contained to the contrary thereof, in any wise notwithstanding. In witness, &c.

A Bill of Sale.

K Now all men by these presents, That I W. H. of, &c. for and in consideration of the sum of, &c. of lawful money of England to me in hand paid, by I. S. of, &c. Goldsmith, at and before the enscaling and delivery of these presents, wherewith I confess my self to be fully satisfied, contented, and paid, Have bargained and sold, and by these presents do fully, clearly, and absolutely bargain and sell unto the said I. S. in plain and open Market within the City of London, one Chain of Gold with round links unsoldered, weighing 20 ounces of Gold-weight; and one Gold Ring enameled, set with a small Table-Diamond. To have and to Hold the said Chain of Gold and Ring, to the said I. S. his Executors, Administrators and Assigns, to his and their own proper uses and behoofs for ever. And I the said W. H. my Executors and Administrators, and every of us, the said Chain and Ring unto the said I. S. his Executors and Administrators, against all people, shall and will warrant, acquit and for ever defend by these presents, Provided always, That if I the said W. H. my Heirs, Executors, Administrators, &c. or any of us, do well and truly pay or cause to be paid unto the said I. S. his Executors, Administrators, or Assigns, the full sum of, &c. at or in the, &c. without fraud or covin; that then this present Bill, and the bargain and sale of the said Chain and Ring shall be utterly void, and of none effect, or else to stand and abide in force and virtue.

A Release of Lands Mortgaged.

T His Indenture made the, &c. between A. N. of, &c. Esq; on the one part, and Sir H. M. of, &c. Knight, on the other part witnesseth, That whereas the said A. N. by his Indenture, bearing date the, &c. for and in consideration of the sum of, &c. by I. H. of, &c. well and truly to be paid in manner and form as in and by a Proviso contained in the said Indenture is mentioned, limited, and declared, did bargain and sell unto the said I. H. and to his Heirs and Assigns for ever, all that his Grange or Farm of, &c. with the appurtenances, in the Parish of A. in the County

County of S. being parcel of the possessions of the late dissolved Monastery of W. in the said County of, &c. and all other his Mannors, Messuages, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Underwoods, Leets, Courts, Liberties, Franchises, and Hereditaments whatsoever, with all and singular their appurtenances, situate, &c. all and singular which said premises, the said A. N. late bought and purchased to him and his Heirs, of the said I. H. Together with all and singular the Messuages, Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Orchards, Gardens, Lands, Meadows, Feedings, Pastures, &c. and Hereditaments whatsoever to the said Grange or Farm of, &c. and other the premises before mentioned, or any part thereof belonging or in any wise appertaining, or accepted, reputed, taken, or known as part, parcel, or member thereof, or heretofore used, occupied, demised, letten, possessed, or enjoyed, as part or parcel thereof. *To have and to hold* all and singular the said premises, to the said I. H. his Heirs and Assigns for ever; in which said Indenture there is a Proviso contained, That if the said I. H. his Heirs, Executors, Administrators, and Assigns, and every of them, should fail in the payment of the sum of, &c. unto the said A. N. his Executors or Administrators at the day and place in the said Indenture specified, that then the said Conveyance should be void, as in and by the said Indenture more at large it doth and may appear. And whereas the said I. H. hath conveyed and assured all and singular the said premises unto the said Sir M. H. and his Heirs, before the ensealing and delivery of these presents; Now this Indenture witnesseth, That the said A. N. for and in consideration of the sum of, &c. to him the said A. N. in hand well and truly satisfied and paid by the said I. H. before the ensealing and delivery of these presents: And also in consideration of the full discharge and release of the Condition and Proviso aforesaid, and at the special instance and request of the said I. H. hath remised, released, and quit-claimed, and by these presents doth for himself, and his Heirs, remise, release, and for ever quit-claim unto the said Sir M. H. and to his Heirs for ever, the Condition and Proviso above-mentioned, and also all the Estate, Right, Title, Interest, Claim, Reversion, Condition, and Demand whatsoever, which he the said A. N. now hath, or by any manner of ways or means hereafter shall or may have, of, in, or to the said premises, or any part or parcel thereof, and also of, in, and unto all and singular the Lands, Tenements, and Hereditaments which the said A. N. hath at any time purchased to him and his Heirs, of him

the said I. H. To have and to hold the said Grange or Farm, and all and singular the premises, with the appurtenances, unto the said Sir M. H. his Heirs and Assigns, to the only proper use and behoof of the said Sir M. H. his Heirs and Assigns for ever absolutely, without any condition or limitation whatsoever. And the said A. N. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant promise and grant, to and with the said Sir M. H. his Heirs and Assigns by these presents, in manner and form following (*viz.*) That he the said Sir M. H. his Heirs and Assigns, shall and may from time to time, and at all times for ever hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the said Grange or Farm, and all and singular the premises, with the appurtenances conveyed or released, or meant, mentioned, or intended to be conveyed or released by these presents, without the let, suit, trouble disturbance or eviction of the said A. N. his Heirs or Assigns, and without the lawful let, suit, trouble, disturbance, or eviction of any other person or persons lawfully claiming any Estate, Right, Title, or Interest in, out of, or into the premises, or any part thereof, from, by or under the said A. N. his Heirs or Assigns or by his, their, or any of their means, acts, consent, assent, privy, agreement, or procurement, other than of the said I. H. his Heirs and Assigns, claiming from the said A. N. by virtue of the assurance aforesaid: and also that all and singular the premises, and every part and parcel thereof, shall and may from time to time, and at all times for ever hereafter, continue and remain unto the said Sir M. H. his Heirs and Assigns, free and clear, and freely and clearly acquitted, exonerated, and discharged of and from all and all manner of former and other gifts, grants, bargains, sales, &c. had made, done, or committed by the said A. N. his Heirs or Assigns, or by his, their, or any of their means, act, assent, consent, privy, agreement, or procurement (except before excepted) And the said A. N. doth further for himself, his Executors, &c. That he the said A. N. his Heirs and Assigns, shall and will from time to time and at all times before the Feast of, &c. next ensuing the date hereof, at the proper costs and charges in the Law of the said Sir M. H. do and execute, or cause to be done and executed, all and every such further act and acts, thing and things, device and devices in the Law, as shall be reasonably devised, advised, or required by the said Sir M. H. his Heirs or Assigns, or by his or their Counsel learned in the Law, for the better assuring and sure-making of all and singular the

pre-

premises, with the appurtenances, unto the said Sir M. H. his Heirs and Assigns, according to the true intent and meaning of these presents, be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, Inrolled or not Inrolled, Recovery or Recoveries, with double or single Voucher or Vouchers, Release, Confirmation, Warranty, or by any other ways or means whatsoever. In witness whereof, &c.

A Deed of Revocation of certain uses.

TO all Christian people to whom this present Writing shall come, R. R. of L. Esq; sends greeting &c. Whereas the said R. R. in and by two several Indentures or Deeds Indented, bearing date the, &c. whereof the one is made between the said R. R. and G. W. of &c. of the one part, and I. H. of &c. Gent. of the other part; and the other of them is made between the said R. R. of the one part, and the said G. W. and I. H. of the other part; whereupon a Fine was afterwards in due form of Law acknowledged by the said R. R. and A. his Wife, did assure and entail onto the said R. R. and to the Heirs of his body lawfully begotten, with certain remainders over and amongst other things, all those Lands, Meadows, Pastures, and Hereditaments, with their appurtenances in N. in the C. of &c. containing by estimation, &c. and lately purchased by the said R. R. of one, &c. and then in the tenure of &c. or of his Assigns, and in and by the said several Indentures, did likewise assure and entail unto the said R. R. and to the Heirs of his body lawfully begotten, with certain remainders, over and amongst other things, all that the Manor of *Lingate*, with the Royalties, Rights, Members, and Appurtenances thereof whatsoever in N. and A. in the County of, &c. and all Lands, Tenements, and Hereditaments to the same Manor then or late appertaining, or as part, parcel, or member thereof, then before had, known, or reputed; with the appurtenances in N. and A. aforesaid, or either of them, containing by estimation, &c. then lately purchased by the said R. R. as in and by the said several Indentures or Deeds indented (amongst other things therein contained more at large it doth and may appear) in which said several Indentures, there is contained a Proviso in these words following; that is to say, Provided always, That if the said R. R. during his natural life, shall by his Deed or Deeds of revocation under his hand and seal testified by two Witnesses, or more, revoke, annihilate, and make void, or declare that he doth revoke, annihilate, and make void all or any the

uses and estates in and by these presents limited or raised, of, or upon all or any of the said Mannors, Messuages, Lands, Tenements, and Hereditaments whatsoever in the said Fine to be contained, and in these presents mentioned; that then from and after the enfealing of such Deed or Deeds of revocation, such of the said uses as shall be declared to be revoked, shall cease, and be utterly void, frustrate, and of none effect; and that then the said Fine of such parcel or parcels to be revoked, shall be to the only use of the said R. R. and his Heirs for ever, any thing before in these presents contained to the contrary thereof in any wise notwithstanding; as in and by the said Proviso, in the said several Indentures mentioned and contained, more plainly may appear. Now know ye, that the said R. R. as well in consideration that the uses and estates of and in the said Mannor, Lands, Tenements, and Hereditaments in the aforesaid Indentures of entail specified, may, touching the said uses and estates, remain and be revoked, and continue to the said R. R. his Heirs and Assigns, to be disposed of at his or their pleasures, and also for divers other good and just causes and considerations him hereunto especially moving, and by the virtue of the Proviso contained in the said several Indentures above-recited or mentioned, or otherwise, Hath revoked, annihilated, and made void, and by this present deed of Revocation, doth revoke, annihilate, and make void the several uses and estates in and by the said Indentures or either of them raised or limited of or upon all the said Mannor of *Lingate*, with the Royalties, Rights, Members, and Appurtenances thereof whatsoever in N. and A. aforesaid, or either of them, in the said Countrey of, &c. and of all the said Lands Tenements, and Hereditaments, to the said Mannor of *Lingate* now or of late appertaining or belonging, or as part, parcel, or member thereof, heretofore had, known, or reputed, with the appurtenances in N. and A. aforesaid, or either of them, containing by estimation, &c. late purchased by the said R. R. of, &c. And further the said R. R. for the consideration aforesaid, and by the virtue of the said Proviso contained in the several Indentures, and otherwise, hath revoked, annihilated, and made void, and by this present Deed of Revocation, doth revoke, annihilate, and make void the several uses and estates in and by the said Indentures, or either of them, raised and limited of or upon one Close of Land and Pasture, called K. Close, contained by estimation, &c. and of, or upon one other Close of Land and Pasture, with the appurtenances,

containing by estimation, &c. N. aforesaid; and of or upon two acres of arable Land, by estimation, &c. in N. aforesaid, now in the occupation of, &c. or of his Assigns. In witness, &c.

A Grant of the Reversion of certain Lands.

THis Indenture made, &c. between R. W. of, &c. of the one part, and C. D. of, &c. of the other part, witnesseth, That the said R. W. for and in consideration of the sum of, &c. hath granted, bargained, and sold, and by these presents doth fully, clearly, and absolutely grant, bargain, and sell unto the said C. D. his Heirs and Assigns for ever, all that his Right, Title, Use, Interest, Reversion, and Remainder of and in all and singular, &c. now, or late in the tenure or occupation of &c. which said Messuage, and other the premises, with the appurtenances, he the said R. W. hath, should, or ought to have by and after the decease of A. W. Mother of the said R. Which said Messuage or Tenement, Barn, Orchard, &c. with the appurtenances, R. W. deceased, late Father of the said R. W. party to these presents, by his last Will and Testament devised, willed, and bequeathed unto the said A. W. for and during the natural life of the said A. W. and the immediate Reversion or Remainder thereof to the said R. W. and his Heirs for ever: Together with all the Deeds, Evidences, Charters, Escripts, Writings, and Minuments, which he the said R. W. or any other to his use, or by his consent or delivery, have or hath, touching or concerning the said Messuage or Tenement, and other the premises, or any part or parcel thereof. All and singular which said Deeds, Evidences, Charters, &c. the said R. W. hath already delivered at and before the enfealing and delivery of these presents. *To have and to hold* the said Reversion and Remainder, all the Estates, Right, Title, Interest, &c. of the said R. of, in, and to the said Messuage or Tenement, and other the premises, with the appurtenances, before by these presents bargained and sold, or meant, mentioned, or intended to be hereby granted, bargained, and sold, and every part thereof, immediately from and after the decease of the said A. W. the Mother, unto the said C. D. his Heirs and Assigns for ever, to the only proper use of the said C. D. his Heirs and Assigns for ever. And the said R. W. for himself, his Heirs, &c. That he the said R. W. at the day of the date of these presents, is lawfully and solely seized of and in the Reversion and Remainder of the said Messuage

Messuage or Tenement, and of other the premises, with the appurtenances, immediately from and after the decease of the said A. W. of a true and perfect estate of inheritance in the Law, in Fee to his own use, without any manner of Condition, Mortgage, or Redemption. And further, that the said reversion or remainder of the said Messuage or Tenement, and of other the premises, with the appurtenances, from, by, and after the decease of the said A. W. the Mother, and at the day of the date hereof are and be, and so at all times from henceforth, shall be and continue free, clear, and clearly acquitted, exonerated, and discharged, and freely saved harmless by the said R. W. his Heirs Executors, and Administrators, of and from all and every former and other Bargains, Sales, Gifts, Grants, Leases, Statutes merchant, and of the Staple; Recognizances, Joyntures, Dowers, Wills, Entails, Intrusions, Rents-charge, Rents-seck, Arrearages of Rents, and of and from all other Charges, Titles, Troubles, Incumbrances, and Demands whatsoever had, made, committed, suffered or done by, &c.

An Assignment of a Recognizance, with very good Covenants therein asserted.

THis Indenture made the, &c. between T. P. of, &c. Gent. on the one part, and C. D. and R. D. of, &c. on the other part witnesseth, That whereas W. P. of, &c. Son and Heir apparent, &c. by one Recognizance acknowledged in his Majesties High Court of Chancery, bearing date, &c. hath acknowledged himself to owe and stand indebted unto the said T. P. in the sum of, &c. payable to the said T. or to his certain Attorney, his Executors, or Administrators, in manner and form as by the said Recognizance, together with a certain Condition there under-written in the said Court of Chancery inrolled, and remaining on Record, more at large it doth and may appear. Now the said T. P. for divers considerations him thereunto moving, hath granted, bargain'd, assign'd, and set over, and by these presents doth, &c. unto the said C. D. & R. D. the said Recognizance, and all and every sum and sums of mony therein contained, and all the Profits, Benefits, Advantages, and Commodities which shall or may in any wise hereafter, grow, be had, made, gotten, arise, accrue, or come to the said T. P. his Executors or Assigns, upon, or by reason of the said Recognizance, or any thing therein contained. And also the said T. P. doth by these presents authorize and appoint, constitute, ordain, and make the said C. and R. their

their Executors, Administrators, and Assigns, and every of them, his Attorney and Attorneys irrevocable, of and for the said T. P. his Executors and Administrators, and in his and their name or names, to sue and prosecute all and every such lawful action, execution, and process, actions, executions, and processes, as shall or may be commenced, sued, or tried in upon, or concerning the said Recognizance, or any sum or sums of money, debts, duties, or demands whatsoever, in the same contained, comprized, or specified, or by reason thereof to be had or obtained. And other Attorney or Attorneys, for or under them or any of them, or in their or any of their behalfs to substitute, make, and ordain and the same disallow, change, or remove when &c as often as they the said C. and R. their Executors, Administrators, or Assigns, or any of them, shall think good. And the same sum and sums of money, profits, commodities, and demands and every of them, or any other thing in satisfaction thereof to receive, have, take, and enjoy, to the only proper use and behoof of the said C. and R. their Executors and Assigns, or any of them; and therefore, or for the same to make any composition, agreement, or discharge whatsoever, which they the said C. and R. their Executors, Administrators, and Assigns, or any of them, shall think good. And also the said T. P. for himself, &c. That he the said T. P. his Executors, Administrators, and Assigns, shall and will quietly permit and suffer the said C. & R. their Executors, Administrators, and Assigns, and every of them, at their or some of their own proper costs and charges, to prosecute, sue, implead, and attempt at any time or times, and from time to time hereafter, All and every such lawful and reasonable action, execution, suit, process, and demand whatsoever, in the name or names of the said T. P. his Executors, Administrators, or Assigns, as the said T. P. his Executors, Administrators, or Assigns, or any of them may, might, should, or ought to have done, upon or by force or means of the said Recognizance, or touching or concerning any sum or sums of money, duty, or demand whatsoever concerning the same; or any thing therein contained, comprized or specified, or any thing thereupon to be had or obtained. And that he the said T. P. his Executors, Administrators, and Assigns, shall and will at every time and times hereafter, and from time to time, at and upon the reasonable request, and at the cost and charges of the said C. & R. or one of them, their or one of their Executors, Administrators, or Assigns, avow, justify, and maintain all the said actions, suits, processes, and demands; and that neither he the said T. P. nor his Executors, Administrators, or Assigns

Assigns, shall at any time hereafter revoke, discontinue, discharge, release, or otherwise wittingly or willingly hinder or delay any such action, execution, suit, process, or demand whatsoever, as shall be so attempted, pursued, or had, as is aforesaid, or any of them, without the consent of the said C. D. and R. D. or any of them, first had and obtained. And also that neither he the said T. P. at any time heretofore hath received the sum of, &c. nor hath released, extinguished, determined or in any wise discharged the said Recognizance, or hath at any time done or committed or shall hereafter, without the special consent of the said C. and R. their Executors Administrators, or Assigns, and some of them, first had and obtained in Writing, willingly do or commit any act or thing, whereby, or by reason whereof, any such action, execution, suit, process, or demand whatsoever, as shall be so attempted, pursued, or had by the said C. and R. their Executors, Administrators, or Assigns, or any of them, in the name or names of the said T. P. his Heirs, Executors, or Administrators, upon, concerning, or by reason of the said Recognizance, or any thing or demand thereof to be had, shall or may be discharged, released, or barred. And also that they the said C. D. and R. D. their Executors, Administrators and Assigns, and every of them, shall or may at all times hereafter have, receive, and take to their own proper use and behoof, the whole execution, benefit, and commodity, and all and every sum or sums of money, and other thing or things whatsoever, as at any time hereafter shall fortune to be recovered, had, and obtained by reason of the said Recognizance, or any such action, suit, extent, and execution, as shall or may be commenced, had, pursued, or obtained, as is aforesaid, without any let, charge, hindrance, or interruption of the said T. P. his Executors, Administrators, or Assigns, or any other person or persons whatsoever, by his or their assent, consent, title, means, or procurement, and without any account therefore to them, or any of them to be yielded or made. And also the said T. P. his Executors, Administrators, and Assigns, and every of them, at all time and times hereafter, upon or within convenient time, after every reasonable request and warning to him or them to be made or given, and at the Cost and Charges of the said C. D. and R. D. their Executors, Administrators, or Assigns, or some of them, shall do, acknowledge, and suffer, or cause to be done, &c. all and every such lawful Warrant and Warrants of Attorney, and other lawful and reasonable act and acts, thing and things, device and devices, as by the said C. and R. or one of them
their

their Executors, Administrators or Assigns, or some of them, their or some of their Council learned in the Law, shall be reasonably devised or required, either for the clear acquitting, cancelling, or discharging of the said Recognizance, or for the better obtaining, having, holding, or assuring (to them the said C. and R. their Executors and Administrators, or to such person or persons as they, or the survivor of them, or the Executors, or Administrators, or the survivor of them, shall name or appoint) the said Recognizances, or any sum or sums of money therein mentioned, and of all, every, or any sum or sums of money, Goods, Chârtels, Lands, Tenements, Hereditaments, and other thing and things whatsoever, which he the said T. P. his Heirs, Executors Administrators or Assigns, now are, or any of them is, or at any time hereafter shall be entitled unto, by force, or concerning the said Recognizance, or any Execution, matter, or thing thereupon to be had, sued, or made at the election or choice of the said G. D. and R. D. their Executors, Administrators, or Assigns, or any of them, and shall not release or discharge the said Recognizance, or any Execution, matter, or thing thereupon to be had, or any part thereof. In witness,

A general Release.

K Now all men by these presents, That I A.G. of, &c. Gent. have remised, released, and for ever quit-claimed, and by these presents do for me, my Executors, and Administrators, and every of us, clearly and absolutely remise, release, and for ever quit-claim unto G. H. &c. his Executors and Assigns, all and all manner of Actions, Suits, Quarrels, Debts, Duties, Bonds, Bills, Writings Obligatory, Reckonings, Accounts, and Demands whatsoever, which against the said G. H. ever I have had, may have, or which I, my Executors or Administrators, or any of us at any time hereafter shall or may have, for or by reason or means of any matter, cause, or thing whatsoever, from the beginning of the world, until the day of the date of these presents. Witness my hand and seal, &c.

A Release from one that hath lost the Counterpart of his Lease.

TQ all Christian people to whom this present Writing shall come, H. E. of, &c. sendeth greeting. Whereas I T. of, &c. in and by one Indenture of Lease, bearing date the, &c. for the
con-

consideration therein expressed, did demise, grant, betake, and to Farm let, unto me the said H. B. my Executors, Administrators, and Assigns *(creating the Grant)*. In which said Indenture of Lease there are divers Covenants, Grants, Articles, and Agreements, on the part and behalf of the said T. S. his Executors, Administrators, and Assigns, to be observed, performed, and kept, as by the same Indenture of Lease, among divers other thing and things therein contained, more at large to appear. Now know ye, That I the said H. B. for divers good causes, and, &c. have by these presents remised, released, and always of and for me, my Executors and Administrators, for evermore quite claimed unto the said T. S. his Executors, Administrators and Assigns, all and singular the Covenants, Grants, Articles, Pledges, Conditions, Clauses, Sentences, and Agreements whatsoever, in the said Indenture of lease mentioned or contained, which on the part and behalf of the said T. S. his Executors, Administrators, or Assigns, are or ought to be observed, performed, and kept, and also of and from all and all manner of actions, suits, quarrels, benefits, commodities, and advantages, that shall or may happen to arise or grow, by reason or means of them, or by the breach or not performing of all and every the said Covenants, Grants, Articles, Clauses, and Agreements, or any of them; and also I the said H. B. have remised, released, surrendered, assigned, and set over, and by these presents do remise, release, surrender Assign, and sent over from me, my Executors, Administrators and Assigns, unto the said T. S. his Executors, Administrators and Assigns, all the Estate, Right, Title, Interest, Term of years, Property Claim and Demand whatsoever, which I the said H. B. now have, or that I, my Executors, Administrators or Assigns, or any of us ought to have, or claim of, in and to all and singular the premises, to me the said H. B. in and by the said Indenture of Lease demised as aforesaid, and of, in and to every or any part or parcel thereof. In witness, &c.

A Release of Fines and forfeitures due to the King, and to the Informer, upon the Statute of Recusancy.

TO all people to whom this present Writing shall come, I A. S. of, &c. send greeting. Whereas I the said A. S. in or about the first day of, &c. did exhibit and prefer into the Kings Majesties Court of Common-pleas at Westminster, on Bill of Information touching, and upon the Statute of Recusancy, against
F. M.

F. M. of, &c. for the supposed Christening of a Child of the said F. contrary to the said Statute and Laws of this Realm, as by the same Information depending and remaining in the same Court of *Common-pleas*, more at large appeareth. Now know ye, that the said A. S. for and in consideration of a certain sum of lawful, &c. to me in hand paid by the said F. M. before the en- sealing and delivery of these presents, have remised, released, and quit-claimed, and by virtue of one Indenture so me made and granted, from the Right Honourable R. Lord *Ewre*, and F. Lord *Morley*, for the prosecution ending and compounding for and of all matters concerning the said Statute, do remise release, and for ever quit-claim unto the said F. M. his Executors and Admin- istrators, all and all manner of Actions, and causes of Actions, Suits and troubles now, or at any time heretofore, by my means or procurement prosecuted, and depending in his Majesties said Court of *Common-pleas*, or elsewhere, against the said F. M. touch- ing the Statute before mentioned, and all Fines Forfeitures Pe- nalties sum and sums of mony, and demands due and payable, or which of right ought to be due and payable either to our Sover- eign Lord the Kings Majesty that now is, his Heirs or Succes- sours, by reason or means of the breach, or non-performance of the said Statute, or to me the said A. S. my Executors or Admin- istrators, by virtue of the Indenture aforesaid, or of any Infor- mation in that behalf exhibited, or otherwise howsoever. And I the said A. S. for me, my Executors and Administrators, by these presents do covenant and grant to and with the said F. M. his Executors and Administrators, That I the said A. S. my Executors and Administrators, and every of us, shall and will at all times hereafter for ever, well and sufficiently maintain, uphold, make good and defend this present Release to the said F. M. his Execut- ors and Assigns, and every of them, against all persons that shall or may at any time hereafter deny oppose or contradict the same, and also save harmless the said F. M. his Executors and Admin- istrators, and every of them, from all Actions suits charges and troubles, that may or shall arise, be prosecuted or brought against the said party, by any other person or persons whatso- ever concerning the premises. In witness, &c.

A Resignation or Release from one used in trust, of all the benefit he might claim by virtue of any Covenant in the Indenture.

TO all Christian people to whom this present Writing shall come, I J. B. of, &c. send greeting: Whereas by one Indenture bearing date the, &c. made between R. O. of, &c. on the one party, and the said J. B. and J. H. of, &c. on the other party, he the said R. O. for himself, his Heirs, Executors, and Administrators, and every of them, did covenant and grant to and with the said J. B. and the said J. H. their Executors, and Assigns, That he the said R. O. should and would within the space of, &c. next ensuing the date of the same Indenture, convey and assure, or cause to be conveyed or assured to the said R. G. and E. H. daughter to R. R. of, &c. with whom the said R. O. was then to be espoused, and to the Heirs of their Bodies lawfully begotten, Lands, Tenements, and Hereditaments, of the full and clear yearly value of 1000 l. at the least, as by the said Indenture and Covenants therein contained, amongst divers other things, more at large appeareth. And for the performance thereof, according to the said Covenants, the said R. O. by his Obligation dated, &c. became bound with sureties to us the said J. B. and J. H. in the sum of, &c. as by the same Bond may also appear; in which said Indenture and Bond the name of me the said J. B. was only used in trust, for the benefit and behoof of the said E. H. Now therefore know ye, that I the said J. B. in discharge of the trust in me reposed, and at the request of the said E. H. have remised, released, surrendered, resigned, and set over, and by these presents, for me, my Executors and Administrators, do freely and absolutely remise, release, surrender, resign, and set over unto the said E. H. her Executors and Assigns, all the Estate, Right, Title, Interest, Use, Trust, Benefit, privilege, and Demand whatsoever, which I the said J. B. have, or may have, or claim of, in, or to any sum of money, or other matter or thing whatsoever, in the said Indenture, Covenant, and Bond contained, mentioned, and expressed, or in any of them: So as neither I the said J. B. my Executors, or Administrators, or any of us, at any time hereafter, shall or will ask, claim, challenge, or demand any interest, use, benefit, trust, privilege, or other thing, in any manner whatsoever, by reason or means of the said Indenture, or any Covenant therein specified, or in, or to the said Bond, or any sum of money therein mentioned, but

but thereof and there from, and from all actions, suits, and demands which I, my Executors, or Assigns, may have concerning the same, shall be utterly secluded, and for ever debarred by these presents. In witness, &c.

And Indenture for justifying of Actions upon setting over of a Statute.

THis Indenture made the, &c. between R. W. of, &c. on the one part, and T. C. of, &c. on the other part, witnesseth, That whereas I. H. of, &c. in and by one Statute of 800 l. now appertaining to the said R. W. as Executor of the last Will and Testament of the said, &c. Now the said R. W. for divers good considerations him especially moving, hath given, granted, assigned, and set over unto the said T. C. his Executors, Administrators,, and Assigns, as well the said Statute staple aforesaid, as also all the debts of, &c. in the said Statute mentioned or contained, to the only proper use and behoof of the said T. C. his Executors, Administrators, and Assigns for ever. And further, the said R. W. covenanteth, &c. that he the said R. W. his Heirs and Executors, and the Administrators that hereafter shall happen to be of the Goods, Chattels and Credits of him the said R. W. and every of them, at all times, and from time to time hereafter (upon request) shall maintain, justifie. and allow all and every such Action, Actions, Suits, Bills, Plaints, Executions, and Demands whatsoever, as the said T. C. his Executors or Administrators, shall commence, pursue, or make in the name or names of the said R. W. his Executors or Administrators, that hereafter shall be of the Goods, Chattels, Credits, and Debts of the said R. W. or in the name or names of any of them; and that it shall be lawful to and for the said T. C. his Executors, Administrators, and Assigns, and every of them; to take, receive, have, and enjoy for ever, to the only use of the said T. C. his Executors, Administrators, and Assigns, all and every such sum and sums of money, costs, and damages, satisfactions, commodities, profits, and advantages whatsoever, which shall be gotten, recovered, obtained, or had by reason of any of the actions, Writs, Bills, Plaints, Executions; and Demands aforesaid; or by reason or means of any of them, without any impediment, denial, or contradiction of the said R. W. his Heirs, Executors, Administrators, or Assigns, that hereafter shall

be of the Goods, Chattels, or Credits of the said R. W. or any of them. In witness, &c.

An Indenture between the Scavenger and the Raker for cleansing the Streets.

THis Indenture made the, &c. between R. C. S. P. and T. P. Citizens of *London*, Scavengers of and for the Parish of, &c. on the one part, and E. D. &c. on the other part, witnesseth, That the said E. D. in consideration of the sum of, &c. to him to be paid in such form as hereafter in these presents is expressed, covenanted, promised and granted, for himself, &c. in manner and form following, (that is to say) That he the said E. D. his Executors, Administrators, or Assigns, shall and will (at his and their own proper costs and charges) cleanse and make clean, or cause to be cleansed and made clean in the said Parish of, &c. all the Streets, Lanes, Alleys, and other places whatsoever, within the said Parish of, &c. as the same hath been heretofore used and accustomed to be cleansed and made clean by any Carter or Raker in that behalf appointed, from the *Monday* next after the Feast of the *Epiphany* of our Lord God, commonly called *Twelfth-day*, next ensuing the date hereof, until the *Monday* next after the *Epiphany* of our Lord God, which shall be in the year of, &c. three times in every week weekly, during the said term, to wit, on every *Tuesday*, *Thursday*, and *Saturday*: And also at all other such times and days as the Lord Mayor of the said City of *London* for the time being, the Aldermen of the Wards, his Majesties Privy Council, or the Common Council of the said City of *London*, or any of them, shall appoint or command the same; and from thence shall carry away and convey all such Channel-dirt, filth, sea-coal-ashes, sweepings of houses and streets, lanes, alleys, and other places, of and within the said Parish of, &c. unto some convenient Laystall for the same to be provided by the said E. D. his Executors, Administrators, or Assigns, at his or their proper costs and charges. (All Rubbish and Rushes as shall happen to be laid out of the Parish Church, &c. during the said term only excepted.) And further, that he the said E. D. his Executors, Administrators, or Assigns, shall and will from time to time, and at all times during the said term, clearly acquit, exonerate, and discharge, and save and keep harmless the said, &c. and every of them respectively, and their Successors in the said Office of Scavenger, during the said term of, &c. of and from all and all manner

manner of Costs and Charges, Imprisonment, Expences, and Damages whatsoever, by them or any of them to be had or sustained, or otherwise put unto, during the said term, for or by reason of any negligence or default of the said E. D. his, &c. in the premises, or any part thereof. And they the said, &c. do covenant for payment of the money at days agreed on, &c. In witness, &c.

A Condition to pay a sum of money at two several payments.

THe Condition of this Obligation is such, That if the above-bounded J. C. his Heirs, Executors, Administrators or Assigns, or any of them, do well and truly pay or cause to be paid unto the above-named R. M. his Executors, Administrators, or Assigns, at or in the now dwelling-house of the said R. M. situate, &c. the full sum of 8 £. & 12 s. of lawful, &c. in manner and form following, (that is to say) On the last day of May next ensuing, 4*l.* thereof, and on the, &c. next, &c. the other 4*l.* 12*s.* thereof being the full remainder of the said sum, &c. without fraud or covin; that then this present Obligation to be void, and of none effect: But if default shall happen to be made in either of the payments aforesaid, contrary to the true intent and meaning of these presents; that then, &c.

A Letter of Attorney to receive a Debt only.

KNow all men by these present, That I E. C. of, &c. Gent. have assigned, ordained, and made, in my stead and place by these presents, put and constituted my trusty and well beloved friend F. L. of, &c. to be my true and lawful Attorney, for me and in my name, and to my use, to ask, sue for, levy, require, recover, and receive of I. W. of, &c. Esquire, all and every such debts and sums of money, which are now due unto me, by any manner of ways or means whatsoever: Giving and granting unto my said Attorney, my whole power, strength, and authority in and about the premises; and upon the receipt of any such debts or sums of money aforesaid, acquittances or other discharges, for me, and in my name, to make, seal, and deliver, and all and every such act and acts, thing and things, device and devices whatsoever in the Law, for the recovery of all or any such debts or sums of money, as aforesaid, for me, and in my name, to do, execute, and perform, as fully, largely, and amply in every.

to all intents, constructions, and purposes, as I my self might or could do, if I were there in mine own person present; ratifying, allowing, and holding firm and stable all and whatsoever my said Attorney shall lawfully do, or cause to be done in or about the execution of the premises, by virtue of these presents. In witness, &c.

A Letter of Attorney general to receive Debts and Rents.

K Now all men by these presents, That I, A.W. of, &c. Esq; have assigned, ordained, and made, and in my stead and place have put and constituted my trusty and well beloved friend H. H. of H. &c. to be my true and lawful Attorney, for me, in my name, and to my use, to ask, sue for, levy, require, recover, and receive of all and every person and persons whatsoever, all and every such debts, rents, and sums of money as are now due unto me, or which at any day or days, time or times hereafter, shall be due, owing, belonging, or appertaining unto me by any manner of ways or means whatsoever: Giving and granting unto my said Attorney, by the tenour of these presents, my full and whole power, strength and authority, in and about the premises; and upon the receipt of any such debts, rents, and sums of money aforesaid, acquittances, or other discharges for me, and in my name to make, seal, and deliver, and all and every other act and acts, thing and things, device and devices in the Law whatsoever, needful and necessary to be done, in or about the premises, for the recovery of any such debts, rents, and sums of money as aforesaid, for me, and in my name to do, execute, and perform as fully, largely, and amply in every respect, to all intents, constructions, and purposes; as I my self might or could do, if I were personally present; ratifying, allowing, and holding firm and stable all and whatsoever my said Attorney shall lawfully do, or cause to be done in or about the execution of the same, by virtue of these presents. In witness, &c.

A Condition to make an Apprentices free of London, at the end of his Apprentiship.

THe Condition, &c. That whereas J.H. the son of, &c. is to be the Apprentice of the above-bound T. R. for the term of seven years, as by the Indenture in that behalf to be made shall appear. If therefore the said T. R. his Executors, Administrators

strators, or Assigns, at the end of the said term of seven years (if the said J. H. shall be his Apprentice, and shall dwell with, and serve him as an Apprentice) do, or shall make, or cause to be made the said J. H. a freeman of the City, of London, and of the Company of Cordwayners of the said City, at the proper costs and charges of the said T. R. That then, &c.

A short Letter of Attorney to receive money due upon a Bond.

K Now all men by these presents, That I T. A. of, &c. have assigned, ordained, and made, and in my stead and place by these presents, put and constitute my trusty and well-beloved Friend J. B. of, &c. my true and lawful Attorney, for me, in my stead and name, and to my use and behoof, to ask, recover, and receive of W. S. of, &c. G. T. of, &c. and I. M. of, &c. the sum of, &c. due unto me for the non-payment of the sum of, &c. of like money, on the 20th of, &c. last past, before the date of these presents; as by one Obligation with Condition there under-written, bearing date, &c. in the year of, &c. more plainly appeareth: Giving, and by these presents granting unto my said Attorney, my full power and lawful authority in the premises, to do, say, perform, conclude, and finish, for me, and in my name as aforesaid, all and every such act and acts, thing and things, device and devices in the Law whatsoever, for the recovery of all the Debts aforesaid, as fully, largely, and amply in every respect, as I my self might or could do, if I were personally present; and upon the receipt thereof, Acquittances or other Discharges for me, and in my name, to make, seal, and deliver: ratifying, allowing, and holding firm and stable, all and whatsoever my said Attorney shall lawfully do or cause to be done in or about the execution of the premises, by virtue of these presents. In witness whereof, &c.

A Form of an Award.

TO all Christian people to whom this present Writing shall come, T. M. of, &c. sendeth greeting, &c. Whereas divers Controversies and Debates heretofore have been had, moved, and yet are depending between H. D. of, &c. of the one party, and O. L. &c. of the other party; for the appeasing and determining whereof, the said parties have submitted themselves, and are become bound each of them to the other, by their several Obligations, dated, &c. in the sum of, &c. with Conditions

upon the same Obligations endorsed for the performance of all and every the Award, Arbitrement, Determination, and Judgment of me the said T. M. Umpire indifferently elected and chosen, as well on the part and behalf of the said H. D. as on the part, &c. To Award, Arbitrate, Determine, and Judge of and concerning all and all manner of Actions, Suits, Judgments, Executions, Accounts, Reckonings, Trespasses, Strifes, Variances, Quarrels, Controversies, and Demands whatsoever, had, made, moved, stirred, or depending between the said H. D. of the one part, and the said O. L. on the other part, from the beginning of the world, until the day of the date of these presents. So always as the said Award, &c. of me the said Umpire, for and concerning the premises, be made and put into writing, indented under my hand and seal, on or before the, &c. as by the said several Obligations, and their several Conditions, more plainly appeareth. Now know ye, that I the said T. M. Umpire as aforesaid, taking upon me the charge of the said Award and Arbitrement, and having heard and viewed the Sayings and Allegations of either of the said parties concerning the premises, and minding to set an unity and friendship concerning the same; do thereupon make and put in writing this Award, Arbitrement, Determination, and Judgment, between the said parties, for and concerning the premises, in manner and form following: that is to say, First, I do award, arbitrate, determine, and judge by these presents, That the said H. D. his Executors, Administrators, or Assigns, shall well and truly pay, &c. And I the same Umpire do also award, &c. That he the said H. D. shall on the, &c. at the Shop of, &c. seal, and as his absolute Deed, deliver to the said O. L. or to his use, a Release, Acquittance, and Discharge of and for all and all manner of Actions, Suits, Judgments, &c. from the beginning of the world, &c. In witness, &c.

A Lease made in consideration of the surrender of a former Lease, for a longer time, with good Covenants.

This Indenture made the, &c. between J. B. of, &c. G. D. of, &c. and J. D. of, &c. on the one part, and T. W. of, &c. on the other part, witnesseth, That the said J. B. C. D. and J. D. as well for (and in consideration of the surrender of one former Lease, dated the, &c. made from the said J. B. C. D. and J. D.

J. D. to H. W. Brother to the said T. W. as also in consideration of the sum of, &c. to the said J. B. in hand paid, before the enfealing and delivery of these presents, by the said T. W. the receipt whereof the said J. B. doth hereby acknowledge, and thereof, and of every part thereof, doth acquit and discharge the said T. W. his Executors, Administrators and Assigns, by these presents, Have demised, granted, and to farm letten, and by these presents do demise, grant, and to farm let, unto the said T. W. all those two Messuages or Tenements, with the appurtenances, and three-yard-Lands to the same belonging, situate, lying, and being in the Parish of, &c. late in the several Tenures of the said H. W. deceased, and of A. P. Widow, and now in the occupation of the said T. W. and the aforesaid A. P. together with the lops, tops, and shreds of all the Hedge-rows and Hedges growing in and upon eleven rood of Land in a Field called *Arzons Field*, and a furlong called *B. Furlong*, and also the lop and top of one Hedge growing in and upon a Close called *K. Close*, from the Gate by the Lane-side, and together likewise with Common of Pasture for twelve Kine, and one hundred and twenty Sheep in the Commons and Fields of D. aforesaid, and all other Fields, Pastures, Lands, Meadows, Feedings, and Grounds whatsoever, with the appurtenances of them the said J. B. C. D. and J. D. which late were in the occupation of them the said H. W. and A. P. or either of them, in D. aforesaid; and together also with all Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Back sides, Courts, Ways, Easements, Profits, Commodities, and Advantages whatsoever, to the said two Messuages, and other the premises belonging or appertaining. (Except and always reserved out of this Demise and Grant, the bodies of all Trees of Oak, Ash, and Elm, now growing or being, or which hereafter shall grow and be in and upon the premises, or in and upon any part or parcel thereof; and also except one Barn called *The Great Barn*, and the Yard wherein the same standeth, which late were in the possession or occupation of the said G. B.) To have and to Hold, the said Habend, two Messuages, Tenements, three-yard-Lands, Houses, Buildings, Barns, Stables, Orchards, Gardens, and all other the premises, with the appurtenances before by these presents demised, and every part and parcel thereof, (except before excepted) unto the said T. W. his Executors, Administrators, and Assigns, from the Feast-day of, &c. before the date of, &c. until the full end and term of, &c. from thence next ensuing,

and fully to be compleat and ended, (if T. W. and A. W. party to these presents, G. W. son of T. W. or any of them, shall so long live.) Yielding and paying therefore yearly *Rent* during the said term, unto the said I. B. his Heirs and Assigns, the sum of, &c. at two usual Feasts or Terms in the year; that is to say, at the Feast of, &c. and the Feast of, &c. by even and equal portions: and if it shall happen the said yearly Rent of, &c. to be behind *To re-enter for non-payment of the Rent.* and unpaid, in part or in all, after either of the said Feasts, in any year during the said Term, in which the same ought to be paid by the space of 28 days, being lawfully demanded, and no sufficient distress to be had or found in or upon the demised premises: That then, and at all times afterwards, it shall and may be lawful to and for the said I. B. his Heirs, and Assigns, and every of them, into all and singular the said demised premises, and every part and parcel thereof, wholly to re-enter, and thence to have again, and enjoy, as in his or their former estate; and the said T. W. his Executors and Assigns, from thence utterly to expel and put out (this Indenture or any thing before specified to the contrary notwithstanding.) And the said T. W. party to these presents, his Executors, Administrators and Assigns, shall and will from time to time, and at all times hereafter, during the continuance of this present Lease, at his and their proper costs and charges, well and sufficiently repair, uphold, sustain, maintain, and keep the said Messuages, or Tenements, and all the demised premises, in good and sufficient Reparations; and the same so being well and sufficiently repaired, upholden, and kept, in the end of the said term, or other sooner determination of this Lease, shall leave and yield up unto the said I. B. his Heirs or Assigns, the said T. W. from time to time having and taking (by the assignment and appointment of the said I. B. his Heirs or Assigns) sufficient Timber upon the said demised premises for Reparations of the same, if any such Timber be there to be had; otherwise the said Timber to be found, and Reparations done as aforesaid, at the proper Provision, Costs, and Charges of the said T. W. party to these presents, his Executors and Assigns: and that neither the said T. W. his Executors, or Assigns, or his or their Under-Tenants, shall commit any waste, or strip any Trees, Hedges, Quick-sens, Mounds, or Fences upon the premises. And the said I. B. for himself, &c. doth covenant and grant

grant to and with the said T. W. &c. That the said two Messuages or Tenements, Three-yard-lands, and all other the afore-demised premises, *That the premises are discharged of incumbrances.* with the appurtenances, and every part and parcel thereof, now are and be, and so from henceforth, during the continuance of this present Lease, shall be, and continue clearly

acquitted, exonerated, and discharged of and from all and all manner of former Bargains, Sales, Gifts, Grants, Joyntures, Leases, Annuities, Rents, Arrearges of Rents, Statutes Merchant, and of the Staple, Recognizances, Judgments, Executions, Wills, Intails, Legacies, Titles, Troubles, and Incumbrances whatsoever, had, made, committed, suffered, or done, or to be had, made, &c. by the said I. B. or by the said G. B. deceased his Father, I. B. his Grandfather, and R. B. his Uncle, or by any of them, or by any of their Heirs, &c. or by any other person or persons, or by, or through their or any of their means, act, title, consent, or procurment (one Lease heretofore made by the said G. B. of one Messuage or Tenement, and other thing, parcel of the premises before by these presents demised unto the said A. P. for and during the natural life of the said A. whereupon the yearly rent of, &c. is reserved, and shall be from henceforth, during the continuance of the same Lease, due and payable unto the said T. W. party to these presents, his Executors, Administrators, and Assigns, only excepted and foreprized.) And further, the said I. B. for himself, his Heirs, Executors, and Admini-

strators, doth covenant, &c. That if at any time hereafter during the space of ten years *To exchange a Lease within ten year.* next ensuing the date of these presents, the

said T. W. or his Assigns, shall be minded to exchange, and put in one other life in the stead and place of any of them the said T. W. the son of G. and A. W. the party put out being then living. That then within three weeks next after request in that behalf made, and payment of, &c. to the said I. B. in the consideration thereof, he the said I. B. his Heirs or Assigns, shall and will at the costs and charges of the said T. W. party to these presents, his Executors or Assigns, make, seal, and deliver in due form of Law, unto the said T. W. party to these presents, his Executors and Assigns, one other good and sufficient Lease for the residue of the said term which shall be then to come (if any two of the persons before-named) and such other persons as
(shall

shall be then nominated and put in, shall so long live, and under the like Rents, Covenants, and Conditions, as in these presents is expressed, (*Mutatis Mutandis.*) And further, that the said T. W. party to these presents, his Executors, Administrators, and Assigns, and every of them, under the Rents and Covenants herein before mentioned, shall and may peaceably and quietly have, hold, possess, and enjoy the said two Messuages or Tenements, three-yard Lands, and all other the before-demised premises, with the appurtenances, and every part thereof, during the whole term hereby granted, if the said T. W. the son of G. G. and A. W. or such other persons as shall be hereafter named, with two of them in the stead and place of any of them so dying, or exchanging, shall so long live, without the lawfull let, trouble, eviction, or contradiction of the said I. B. his Heirs or Assigns, or of the Heirs, Executors, or Assigns, of the said G. B. deceased, or of any other person or persons whatsoever, (except only the said A. B. for her Lease before-mentioned.) And the said C. D. and I. D. for themselves and either of them severally and respectively, and not the one for the other, nor the others act, and for their several Executors, Administrators, and Assigns, do covenant, promise, and grant to and with the said T. W. party to these presents, his, &c. That he the said T. W. his Executors, Administrators, and Assigns, and every of them, shall and may according to the tenour and true meaning of these presents, peaceably and quietly have, hold, and enjoy all the said demised premises, with the appurtenances and every part thereof, free and clear, and freely acquitted and discharged of and from all and all manner of former bargains, sales, gifts, grants, leases, joyntures, Dowers, uses, wills, intails, statutes, recognizances, judgments, extents, and executions, and of and from all other estates, titles, troubles, and incumbrances whatsoever, had, made, committed, suffered, or done by them the said C. D. and I. D. or either of them, or by any other person or persons, by their, or either of their means, act, title, or procurement. And lastly, the said I. B. for himself, &c. That he the said I. B. his Heirs, and Assigns, and every of them, shall and will at all-times hereafter, and from time to time, upon request made, at the cost and charges in the Law of the said T. W. party to these presents, his Executors or Assigns, or some of them, make, do, and execute, or cause to be made, done, and executed, all and every such further and other reasonable act and acts, thing

*For further
assurance.*

thing and things whatsoever, for the further and better assurance, surety, sure making, and conveying of the said demised premises, with the appurtenances, and every part thereof, unto the said T. W. party to these presents, his Executors, and Assigns, during the time aforesaid, and in such manner and form, and upon such Rents, Covenants, and Conditions, as is before herein mentioned, according to the effect and true meaning of these presents, as by the said T. W. his Executors or Assigns, or by his or their Counsel learned in the Law, shall be reasonably devised or advised and required. In witness, &c.

A Grant of an Extent penned by Mr. Thomas Bromley, then Solicitor.

THis Indenture made, &c. between B. D. of, &c. and W. D. of, &c. on the one party, and T. B. G. B. and T. O. of, &c. on the other party, witnesseth, That wherereas the Right Honourable E. Lord S. by the name of E. S. Esq; by one Recognizance bearing date, &c. taken, acknowledged, and sealed before Sir R. D. Knight, Lord Chief Justice of England, according to the form of the Statute for the Recovery of Debts in that case provided, standeth bound to the said I. D. in the sum of, &c. payable, &c. as by the same Recognizance, &c. And whereas also the said I. D. hath extended, and to him is delivered in Execution the Mannor of N. with the appurtenances, in the County of, &c. at the yearly rent of, &c. for non-payment of the said sum of, &c. Now the said I. D. for divers good causes and good considerations him herunto especially moving, hath granted, assigned, and set over, and by these presents doth grant, assign, and set over unto the said W. D. T. B. G. B. and T. O. all the estate, right, title, interest, and demand whatsoever, which he the said I. hath by reason of the said extent, of, in, and to the said Mannor of N. with the appurtenances, and of, in, and to every part and parcel thereof, and of, in, and to all and singular messuages, lands, tenements, meadows, leases, pastures, feedings, rents, reversions, services, and hereditaments, with the appurtenances, so extended &c. delivered in execution as aforesaid. And the said I. D. for himself, &c. that he the said I. D. his Executors, Administrators, or Assigns, at any time or times hereafter, shall not do any act or acts, thing or things, whereby the said extent &c. extents, or the estate, title, or interest of the said W. D. &c. or at any of them, or of the Executors, Admi-

Administrators, or Assigns of them, or any of them, by reason of the said extent, may be in any wise hurt, hindered, impeached, discharged, undone, or made void. And further, that he the said I. D. his Heirs, Executors, and Administrators, shall and will at the reasonable request, costs, and charges in the Law of the said W. D. or any of them, do and suffer to be done, made, and acknowledged, all and every such lawful and reasonable act and acts, thing and things, device and devices in the Law whatsoever, for the further assurance, surety, suremaking, and conveying of the premises, for and during all the time and term of the said extent and execution, unto the said T.B. G.B. and T.O. as by the learned Counsel of them, or any of them, shall, be reasonably devised or advised and required. In witness, &c.

An Assignment of a Bond for performance of Covenants.

TO all Christian people, &c. I. I. &c. sendeth greeting, &c. Whereas R. D. of, &c. by his Obligation bearing date, &c. became bound unto the said I. I. in the sum of, &c. conditioned for performance of the Covenants contained in one pair of Indentures of bargain and sale, of the Inn called K. in C. &c. in the, &c. with certain Lands thereunto belonging, which Inn and premises are now by the said I. I. bargained and sold unto M. W. of, &c. his Heirs, and Assigns. Now the said I. I. for the better enjoying of the said Inn, and other the Lands and Tenements thereunto belonging, hath, as much as in him is, assigned and set over, and by these presents doth fully, clearly, and absolutely assign and set over unto the aforesaid M. W. his Heirs, Executors, and Assigns, the said recited Obligation, and all sum and sums of money therein mentioned, and the benefit and advantage thereof to be had or made. And the said I. I. for himself, &c. doth covenant and grant to and with the said M. W. &c. That he the said M. W. his Heirs, Executors, Administrators, and Assigns, shall and may in lawful manner, at his and their costs and charges, in all things, from time to time, and at all times hereafter, sue for, levy, recover, and enjoy all sum and sums of money, benefit, and advantage whatsoever which shall or may be gotten by virtue, force, or means of the said recited Obligation, in the name of the said I. I. his Executors or Administrators, without any manner of non-suit, release, trouble, denial or interruption of the said I. I. his Executors or Administrators; unless it be by consent of the

the said M. W. his, Heirs, or Assigns in writing first had and obtained. And he the said M. W. for himself, &c. doth covenant, &c. That he the said M. W. his Executors or Administrators, shall and will from time to time, and at all times hereafter, save and keep harmless the said I. I. his Executors, or Administrators, and every of them, off and from all and all manner of costs and charges, to arise by means of any suit, upon or by reason of the said Obligation. In witness, &c.

A Release of an Annuity.

TO all Christian people, &c. we N. B. and A. B. of, &c. send greeting, &c. Whereas Sir I. B. of, &c. by his Deed indented bearing date, &c. for the considerations therein mentioned, did give and grant unto W. L. and R. P. of, &c. one annuity or yearly rent of, &c. to be issuing and going out of all and singular the Mannors, Messuages, Lands, and Tenements, called H. and L. within the Parish of, &c. and out of all the Lands, Tenements, and Hereditaments, with the appurtenances in H. and L. within the said Parish of, &c. in the said Countrey of, &c. to have hold, receive, and enjoy all the said annuity or yearly rent of, &c. to the said W. L. and R. P. their Executors, or Assigns, for and during the natural life of the said Sir I. B. the said annuity or yearly rent of, &c. to be payable to the said W. and R. their Executors and Assigns, during the life of the said Sir I. B. at two Feasts in the year, viz. at the Feast of, &c. at or in the, &c. as by the same Deed indented thereof made, or more at large it doth and may appear. Since the which time, the said W. L. is dead, and the said R. P. him survived. And whereas also the said R. P. by his Deed indented, bearing date, &c. for the considerations therein mentioned, did demise, grant, bargain, and sell unto the said N. B. his Executors and Assigns, the said annuity or yearly rent of, &c. and every part thereof, to have and to hold unto the said N. B. his Executors and Assigns, for and during the term of, &c. from thenceforth next and immediately ensuing and fully to be compleat and ended, if the aforesaid Sir I. B. should so long live, as in and by the said Indenture last mentioned more, &c. Now know ye, That we the said N. B. and A. B. for and in consideration of a certain competent sum of lawful mony of *England*, to us in hand paid, at and before the, &c. by G. S. and R. G. of, &c. Esq; whereof and where-

wherewith, &c. have remised, released, and quit-claimed, and by these presents for us and either of us, and either of our Executors and Assigns, and every of us, do fully, clearly, and absolutely remise, release, and for ever quit-claim unto the said G. S. and R. G. their Heirs and Assigns, and every of them, in their, or some, or one of their full and peaceable possession, as well the said annuity or yearly rent of, &c. before-mentioned, and every part and parcel thereof, and all rents, arrearages of rents, penalties forfeitures, *nomine parnas*, and distresses whatsoever, at any time or times heretofore due or forfeited by reason of the non-payment of the said annuity or yearly rent of, &c. or any part or parcel thereof; as also all the estate, right, title, interest, property, term and terms of life, lives, and years, reversion, claim, and demand whatsoever, which we the said N. B. and A. B. or either of us, our, or either of our Executors or Assigns, now have, may, might, should, or in any wise ought to have or claim of, in, and to the said annuity or yearly rent of, &c. above-mentioned, or any part thereof, by force and virtue of the said several Deeds indented above-recited or mentioned, or either of them, or otherwise howsoever. To Have and to Hold the said annuity, rent of, &c. and the estate, right, title, interest of all other the before-mentioned premises, with the appurtenances, and every part and parcel thereof, unto the said G. S. and R. G. their Heirs and Assigns for ever, so as neither we the said N. B. and A. B. or either of us, our, or either of our Executors or Assigns, or any of us, shall or will at any times hereafter, ask, claim, challenge, or demand any estate, right, title, or interest, in or to the said annuity or yearly rent of, &c. or any part thereof; but thereof and there from, and from all actions, suits, titles, and demands concerning the same, shall be utterly secluded, and for ever debarred by these presents. In witness whereof, &c.

A short Lease of certain Tythes.

THis Indenture made the, &c. between Sir E. S. of, &c. on the one part, and M. D. of, &c. on the other part, witnesseth, That the said Sir E. S. for divers good causes and considerations him moving, and especially of the good opinion *Grant.* on he hath and conceiveth of the said M. D. hath demised, granted, betaken, and to farm letten, and

and by these presents doth, &c. unto the said M. D. and his Assigns, all the Tythes of Corn, Grain, and Hay yearly coming, renewing, and growing within the Township of, &c. and within the Lordship of, &c. in the County of G. and now held by E. L. of, &c. To Have and to Hold, re- *Habend.* ceive, take, and enjoy all the said Tythes of Corn, Grain, and Hay, unto the said M. D. and his Assigns, from and immediately after the date of these presents, unto the full end and term of 21 years from thence next ensuing, and fully to be compleat and ended, and that in as large and ample manner as the same lately were held and enjoyed by the said E. L. Yielding and paying therefore *Reddend.* yearly during the said term, unto the said Sir E. S. his Heirs and Assigns, the sum of, &c. at the Feast of, &c. at one whole entire payment. And if it shall happen the said yearly rent of, &c. to be *A nomine poenae* behind or unpaid, in part, or in all, by the *for non-payment of* space of, &c. next following the said Feast, *the Rent.* being lawfully demanded; that then for every such default, the said M. D. or his Assigns shall forfeit and pay unto the said Sir E. S. his Heirs and Assigns, the sum of, &c. over and beside such arrerages as then shall happen to be behind and unpaid. And the said Sir E. S. for him, his Heirs, Executors, and Administrators, doth covenant, &c. That he the said M. D. his Executors, and Assigns, shall and may at all time and times from henceforth, for and during all the said term hereby granted, peaceably and quietly have, hold, occupy, possess, and enjoy all the said Tythes of Corn, Grain, and Hay, (paying the Rent before reserved) without any manner of lawful let, eviction, disturbance, or contradiction of the said Sir E. S. his Heirs or Assigns, or of any other person or persons, by his or their means, consent, or procurement. In witness, &c.

A Deed of Gift.

TO all people to whom this present Writing shall come, I A. B. of, &c. send greeting, &c. Know ye, that I the said A. B. for and in consideration of the sum of, &c. which I the said A. B. do owe and am indebted unto T. S. of, &c. have given, granted, and sold, and by these presents do fully, clearly, and absolutely

solutely give, grant, bargain, sell and confirm unto the said T.S. all and singular such my Goods, Chattels, and Implements of household, and Commodities whatsoever, as are contained and specified in a certain schedule hereunto annexed. *To have and to hold* all and singular the Goods, Chattels, Implements of household, and Commodities whatsoever, as aforesaid, to the aforesaid T. S. his Executors, Administrators, and Assigns, to his and their own proper uses and behoofs for ever, thereof and therewith to do, use, and dispose at his and their will and pleasure, as of his and their own proper Goods and Chattels, without any manner of challenge, claim, or demand of me the said A. B. or of any other person or persons for me, in my name, by my cause, means consent or procurement. And further, know ye, That I the said A. B. have put the said T.S. in full possession of all and singular the aforesaid premises, by the delivery unto him (at the enfealing hereof) of one goblet of silver, in name of all the said goods. In witness whereof, &c.

Another Deed of Gift

TO all people, &c. I B.C. of, &c. send greeting. Know ye, that I the said B.C. as well for and in consideration of the natural affection and brotherly love which I have and bear unto my well-loved brother P. C. of, &c. as also for divers other good causes and considerations me at this present especially moving, have given and granted, and by these presents do give, grant, and confirm unto the said P. C. all and singular my Goods, Chattels, Leases, Debts, ready Money, Plate, Jewels, Rings, Household-stuff, Apparel, Utensils, Brass, Pewter, Bedding, and all other my substance whatsoever, movable and immovable, quick and dead, of what kind, nature, quality, and condition soever the same are, or be, and in what place or places soever the same be, shall, or may be found, as well in mine own custody or possession, as in the possession, hands, power, and custody of any other person or persons whatsoever. *To have and to hold* all and singular the said Goods, Chattels, Leases, Debts, and all other the aforesaid premises, unto the said B.C. his Executors, Administrators, and Assigns, to his and their own proper uses and behoofs, for ever freely and quietly, without any matter of challenge, claim, or demand of me the said P. C. or of any other person or persons whatsoever, for me, in my name, by my cause, means, or procurement, and with-

out any Mony or other thing thereof to be yielded, paid, or done unto me the said B. C. my Executors, Administrators, or Assigns: And I the said B. C. all and singular the aforesaid Goods, Chattels, and Premises to the said P. C. his Executors, Administrators, and Assigns, to the use aforesaid, against all people, do warrant, and for ever defend by these presents. And further, know ye, that I the said B. C. have put the said P. C. in peaceable and quiet possession of all and singular the aforesaid premises, by the delivery unto them at the enfealing herof, one coyned piece of silver commonly called two pence, fixed on the seal of these presents. In witness, &c.

A Release of a Dower.

TO all people to whom this present Writing shall come, Dame Dorothy Williams late Wife of Sir David Williams Knight, deceased, sendeth greeting &c. Know ye, that the said Dame Dorothy W. for and in consideration of the performance of a former Agreement had and made between the said Dame Dorothy W. and the said Sir D. W. her late Husband, before their intermarriage, hath remised, released, and for ever quit-claimed, and by these presents doth clearly and absolutely remise, release, and for ever quit-claim unto Sir D. W. Knight, T. W. and R. W. Sons of the said Sir D. W. and to every of them, all and all manner of Dower, right and title of Dower whatsoever, which she the said Dame Dorothy W. now hath, may, might, should, or of right out to have or claim of, in, or out of all and every the Manors, Messuages, Lands, Tenements, and Hereditaments whatsoever, which were the said D. W. at any time during the Coverture between him and the said Dame D. situate and being in the Counties of, &c. or in any or every of them; and all manner of Actions, and Writs of Dower whatsoever, so as neither she the said Dame D. W. nor any other for her, or in her name, any manner of Dower, or Writ or Action of Dower, or any manner of right or title of Dower, of or in the said Manors, Lands, Tenements, and Hereditaments, or of or in any part or parcel thereof, at any time hereafter, shall or may have, or claim, or prosecute against the said Sir D. W. T. and R. W. or any of them, their, nor any of their Heirs or Assigns; but of and from the same shall be utterly debarred, and for ever excluded by these presents. In witness, &c.

A Release from one that hath lost his Articles of Agreement.

BE it known unto all men by these presents, That I E.W. of, &c. have remised, released, and quit-claimed, and by these presents, do for me, my Heirs, Executors, Administrators, and Assigns, and every of us, fully, clearly, and absolutely remise, release, and for ever quit-claim unto J. O. of, &c. his, &c. all and all manner of Actions, Suits, Plaints, Pleas, Process, and Demands whatsoever, which against the said J. O. I ever had now have, or at any time hereafter shall or may have, by reason or means of any Grant, Covenant, Contract, Promise, Bargain, Clause, or thing mentioned, contained, expressed, or declared, in or by certain Articles of Agreement, indented, bearing date, &c. made between the said J. O. on the one part, and me the said E. W. on the other part, touching or concerning the procuring of a Lease of a Field, or parcel of ground, Arable Meadow, or Pasture, called the, &c. of the yearly rent of, &c. lying, &c. which said Lease I do hereby acknowledge is procured, and passed by the said J. O. according to my mind and desire; and of and from all Bonds, Bills, and Writings Obligatory, and all and every penalty, sum and sums of money in them or any of them mentioned or contained, wherein or whereby the said J. O. is, and standeth bound unto me for the performance of the Covenants, Grants, Articles, and Agreements in the said Articles mentioned or contained, I do acquit and discharge the said, &c. his, &c. for ever by these presents. In witness, &c.

A Form of a Will.

IN the Name of God, Amen. The tenth day of, &c. I A.B. of, &c. being sick in body, but of good and perfect memory, thanks be to Almighty God, and calling to remembrance, the uncertain estate of this transitory life, and that all flesh must yield unto Death, when it shall please God to call, do make, constitute, ordain, and declare, this my last Will and Testament in manner and form following; revoking and annulling by these presents, all and every Testament and Testaments, Will and Wills heretofore by me made and declared either by word or writing: and this is to be taken only for my last Will and Testament, and none other. And first, being penitent and sorry from the bottom of my heart for my sins past, most humbly desiring forgiveness for the same, I give and commit my soul unto Almighty God my Saviour and Redeemer, in whom, and by

the merits of Jesus Christ I trust and believe assuredly to be saved, and to have full remission and forgiveness of all my sins, and that my soul with my body, at the general day of resurrection, shall rise again with joy, and through the merits of Christs Death and Passion, possess and inherit the Kingdom of Heaven, prepared for his elect and chosen; and my body to be buried in such place where it shall please my Executors hereafter named to appoint. And now for the settling of my Temporal Estate, and such Goods, Chattels, and Debts as it hath pleased God, far above my deserts, to bestow upon me; I do order give, and dispose the same in manner and form following: (that is to say) First, I will that all those Debts and Duties as I owe in right or conscience to any manner of person or persons whatsoever, shall be well and truly contented and paid, or ordained to be paid within convenient time after my decease, by my Executors hereafter named. *Item*, I give and bequeath, &c. In witness, &c.

An Assurance of a Joynture to the Wife, with Remainder in Tail.

THis Indenture made, &c. between H.V. of, &c. on the one part, and L.L. &c. and G.L. &c. on the other part, witnesseth, That as well for and in consideration of a Marriage already had and solemnized between the said V. and A. now wife of the said H.V. and sister of the said L. and G. as for the great good will, love and affection which he the said H. hath and beareth to the said A. his wife; and to the intent that the Messuages, Lands, and Tenements hereafter in these presents specified, shall come and continue in the issue of the said H. and A. in such sort, manner, and form, as hereafter in these presents is expressed, mentioned and declared; it is covenanted, granted, condescended, concluded, and fully agreed upon, by and between the said parties to these presents, in manner and form following. And the said H.V. for the consideration aforesaid, doth covenant, grant, and promise for himself, &c. to and with the said L. L. and G. L. their, &c. by these presents, That he the said H. V. his Heirs and Assigns, and all and every other person and persons whatsoever, shall stand and be seized of, and in all and singular those his Messuages, Lands, Tenements, Meadows, Leasows, Pastures, and Hereditaments whatsoever, with all and singular their appurtenances in the Parish, Town and Field of C. aforesaid, in the said, &c. which late were parcel of the possessions of the late dissolved Monastery of, &c. and now be, or late were in the several tenures and occupations of, &c. and their

Assigns, and the reversion and the reversions of the premises, and every part and parcel thereof, to the uses, purposes, and intents hereafter in these presents expressed and limited, and to no other use, intent or purpose whatsoever; that is to say, to the use and behoof of the said H. V. for the term of his natural life, without impeachment of or for any manner of waste; and after his decease, to the use and behoof of the said A. V. now wife of the said H. V. for the term of her natural life; and after the decease of the said H. and A. his wife, then to the use and behoof of such of the Children between them the said H. and A. lawfully begotten, as the said A. by her last Will and Testament, or other Writing to be signed and subscribed by her the said A. in her life-time, shall limit, nominate, and appoint: And if no such limitation, nomination, or appointment shall be made by the said A. in her life-time, then to the use of the Heirs of the bodies of the said H. and A. between them lawfully begotten, and for, &c. to the use of the said H. V. for ever. And further, the said H. V. for himself, &c. doth covenant, &c. to and with the said L. L. and G. L. their Heirs, &c. That he the said H. V. his Heirs and Assigns, shall and will permit and suffer the said A. V. and all and every other person and persons to whom the said Messuager, Lands, Tenements, and other the premises, or any part or parcel thereof, shall happen to come, or of right ought to come, by reason of these presents, peaceably and quietly to have, hold, occupy, and enjoy all and singular the said Messuages, Lands, Tenements, and Hereditaments before by these presents expressed and mentioned, without any manner of let, trouble, eviction, disturbance, suit, vexation, or expulsion of the said H. V. his Heirs or Assigns or any other person or persons whatsoever, lawfully having claiming, or pretending to have any Estate or Title from, by, or under the said H. V. his Heirs or Assigns, according to the intent, form, and true meaning of these presents. In witness whereof, &c.

A Lease of a Fee-farm, and certain Lands, with necessary Covenants.

THis Indenture made, &c. between C. B. of &c. on the one part, and T. W. of &c. on the other part, witnesseth, That the said C. B. for divers good causes and considerations him thereunto especially moving, Hath demised, granted, and to farm letten, and by these presents doth demise, &c. unto the said T. W. his Executors, Administrators, and Assigns, all that his Messuage, Tenement, or Farm house called W. with the appurtenances, and all Houses, Edifices, Buildings, Barns,

Stables, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Profits, and Commodities whatsoever to the said Messuage, Tenement, or Farm-house now belonging or appertaining, and being now in the tenure or occupation of the said T. W. or his Assignee or Assignees, situate, lying, and being in the Parish of &c. Except and always reserved unto the said C. B. his Executors and *Exception.*

Assigns, all and all manner of Woods, Under-woods, Hedges, Rows, and Timber-trees, now standing, growing and being, or which hereafter shall stand, grow, or be in and upon the demised premises, or in and upon any part or parcel thereof; and also except and always reserved unto the said G. B. his Executors and Assigns, by the space, and for the term of one whole year next before the end and expiration of the term of seven years, and one half year hereunder granted, the said Messuage, Tenement, or Farm-house, and one Close or parcel of Ground, called W. containing, &c. be it more or less; together with free liberty of ingress, or egress, abiding, and dwelling, in, out of, from, and upon the said Messuage, Tenement, and Farm-house; and one Close called W. by and during the said space and term of, &c. next before the end and expiration of the said term of,

&c. To have and to hold the said Messuage, *Habend.* Tenement, or Farm-house, Houses, Edifices, Buildings, Barns, Stables, Orchards, Lands, Meadows, Feedings, Pastures, and other the demised premises, and every part and parcel thereof (except before excepted) unto the said T. W. his Executors, Administrators, and Assigns, from the Feast-day of, &c. for and during the term of, &c. and fully to be complete and ended. Yielding and paying therefore yearly, during the said term, unto the said G. B. his Executors and Assigns, the rent of, &c. at four Feasts or Terms in the year most usual; (that is to say) at, &c. by even and equal portions. And if it shall happen the said *Re-enter for non-* yearly rent of, &c. or any part or parcel *payment.* thereof to be behind and unpaid by the

space of, &c. next over or after any of the said Feast-days in which the same ought to be paid, being lawfully demanded, That then, and from thenceforth, and at all times after, it shall and may be lawful to and for the said C. B. his Executors, Administrators, and Assigns, into the said Messuage, Tenement, or Farm-house, Houses, Edifices, Lands, Meadows, Pastures, and all the demised premises, with the appurtenances, and into every part and parcel thereof, wholly to re-enter, and the same to have again, re-possess and enjoy, as

in his or their former Estate. And the said T. W. his Executors, Administrators and Assigns, and all other the Tenants and Occupiers of the said demised premises, or any part or parcel thereof, thereout, and from thence utterly to expel, amove and put out; this Indenture, or any thing herein contained to the contrary thereof, in any wise notwithstanding.

And the said T. W. for himself, doth covenant, &c. in manner and form following:

For Reparation. (that is to say) That he the said T. W. his Executors, Administrators and Assigns, at his and their own proper costs and charges, shall and will from time to time, and at all times hereafter during the said term of, &c. by these presents granted, when and as often as need shall require, well and sufficiently repair, support, sustain, maintain, and amend the said Messuage, Tenement, or Farm-house, and all the Houses, Edifices, Buildings, Barns, and Stables thereunto belonging or appertaining, with the appurtenances, and every part and parcel thereof, in, by and with all and all manner of needfull and necessary reparations whatsoever: And also shall and will at all times hereafter, and from time to time, during the said term, at his and their like costs and charges, well and sufficiently hedge, fence, ditch, enclose, and amend all and singular the Hedges, Fences, Ditches, and Inclosures belonging to the said demised premises, in, by, and with all and all manner of hedging, fencing, ditching, and enclosing, when and as often as need shall require, during the said term. And as well the said Messuage, Tenement, or Farm-house, Houses, Edifices, Buildings, Barns, and Stables, with the appurtenances, and every part and parcel thereof, so well and sufficiently repaired; as also the Hedges, Fences, Ditches, and Inclosures aforesaid, well and sufficiently supported and amended, in the end of the said term, or other determination of this present Lease, shall leave and yield up into the hand and possession of the

said C. B. his Executors, Administrators, and Assigns. And the said T. W. for himself, his Executors, Administrators and Assigns, doth covenant, &c. That he the said T. W. his Executors, Administrators and Assigns, shall permit

and suffer the said C. B. and his Assigns, to plant and make in and upon some convenient place of the demised premises, one Orchard, not exceeding the number of two acres of land, with such store of Fruit-trees, and other Trees, as the said C. B. or his Assigns shall think meet; and the same Orchard and Fruit-trees so made and planted, shall fence, preserve and keep, so much as in him shall be, from spoil and hurt of Cattel, and

from

from all other harm and destruction. And further, That the said T.W. his Executors, Administrators, and Assigns, shall at all times hereafter, and from time to time, during the said term of, &c. find and allow unto G. B. widow, Mother unto the said C. B. competent and sufficient meat, drink, lodging, apparel, and all other necessities whatsoever, meet and convenient for her degree, and shall from time to time, and at all times, clearly acquit, exonerate, and discharge the said C. B.

A Covenant for finding of meat, drink, lodging, apparel, and other necessities.

his Executors, Administrators, and Assigns, and every of them, of, for, and concerning the keeping of the said G. B. during the said term of, &c. before by these presents granted. And lastly, the said T. W. for himself, doth covenant, &c. That he the

Not to plough up the Meadows.

said T. W. his Executors, Administrators, or Assigns, nor any of them, shall not at any time or times hereafter, during the term before in and by these presents granted, plough up, or otherwise deface or spoil the Meadow-ground belonging to the said demised premises, or any part or parcel thereof; and also that he the said T. W. his Executors, Administrators, or Assigns, shall and will in the end of the said term of, &c. before by these presents granted, or other determination of this present Lease, deliver and yield up the quiet and peaceable possession of all and singular the before-demised premises, and every part and parcel thereof, unto the said C. B. his Executors, &c. And the said C. B. for himself, &c. doth covenant, &c. in manner and form following: (*viz.*) That he the said T. W. his Executors, Administrators, and Assigns, and every of them, for and under the yearly rent before by these presents reserved, and other the Covenants, Grants, Articles, and Agreements in these presents contained, shall and may peaceably, lawfully, and quietly have, hold, use, occupy, possess, and enjoy all and singular the said Messuage, Tenement, or Farm-house, Houses, Edifices, Buildings, Lands, Meadows, Orchards, Gardens, and all other the before-demised premises, and every part and parcel thereof (except before excepted) for and during the said term of, &c. before by these presents granted; without any manner of lawful let, suit, trouble, eviction, disturbance, or contradiction of the said C. B. his Executors, Administrators, or Assigns, or any of them, or of any other person or persons whatsoever, by his, their, or any of their means, act, title, or procurement.

Provided always, and it is meant and intended by and between the said parties to these presents, That this Indenture, or any thing therein contained, shall not

A Proviso.

extend to charge the said C. B. his Executors or Administrators, by or with any Action of covenant or other Action whatsoever, saving only for such an estate and interest as the said C. B. or any other claiming by, from or under him, now have, hath, or may have of, in, or to the demised premises or any part thereof, and not for any other better or former estate, right or title, which shall or may proceed or extinguish the grant by these presents made. In witness &c.

An Assignment of two several Obligations.

TO all Christian people to whom this present writing shall come, F. D. of &c. Gentleman, sendeth greeting. Whereas R. D. of &c. Gentleman, in and by one Obligation or Writing Obligatory, with condition thereupon endorsed, bearing date, &c. And whereas also M. F. of &c. Esq; in and by one other Obligation or Writing Obligatory, with condition thereupon also endorsed; bearing date, &c. do stand bound to the said F. D. his Executors, Administrators and Assigns, in the several sums of &c. as by the said several Obligations, relation being thereunto had, may appear. Now know ye, that the said F. D. for divers good causes, and reasonable considerations him hereunto especially moving. Hath bargained, sold, assigned, and set over, and by these presents doth fully, clearly and absolutely bargain, sell, assign, and set over unto R. P. of &c. his Executors, Administrators, and Assigns, as well the said two Obligations, as also the several sums of money in them, and either of them, mentioned or contained; To the only proper use and behoof of the said R. B. his Executors, Administrators, and Assigns, and without any account or other thing therefore to be yielded, paid, or done unto the said F. D. his Executors, Administrators or Assigns, or to any of them. And the said F. D. for himself, his Heirs, Executors, and Administrators, doth covenant, promise and grant to and with the said R. B. his Executors and Assigns, by these presents, in manner and form following: that is to say, That he the said R. B. his Executors, Administrators and Assigns, and every of them, shall and may at all times hereafter, and from time to time, peaceably and quietly have, hold, use, occupy, possess, and enjoy all and singular the sum and sums of money whatsoever, contained in the said several Obligations; and also the benefit, commodity, penalty, and advantage whatsoever, which shall or may happen, come, grow, or be by reason of the said several Obligations, or Writings Obligatory above recited or mentioned, without any manner of suit, trouble, gain-saying, means, consent, or pro-

procurement of the said F.D. his Executors, Administrators, or Assigns, or of any other person or persons whatsoever. In witness &c.

An Assignment of two Apprentices, and their years to come.

TO all Christian people to whom this present Writing shall come, I A. M. Citizen and, &c. send greeting in our Lord God everlasting. Whereas my Apprentices I. S. and G. R. have certain years yet to come and unexpired, of their several Apprenticeships; to wit, the said I. S. one whole year and an half from the Feast of, &c. last past, and the said G.R. the space of two years and an half from the same Feast, as by their several Indentures thereof unto me the said A.M. made and sealed, at large it doth and may appear. Now know ye, that I the said A.M. for divers good causes and considerations me especially moving, and the rather for that it stands with the good liking and pleasure of my said Apprentices, Have given, granted, assigned, and set over, and by these presents do fully and absolutely give, grant, assign, and set over unto my well-beloved Friend R. H. Citizen and Haberdasher of London, all such right, title, duty, term of years to come, claim, interest, Apprenticeships, services and demands whatsoever, which I the said A.M. have of, in, or to the said I. S. and G. R. my said Apprentices, or which I might or ought to have of and in them, or either of them, by force and virtue of the above-recited Indentures of Apprenticeships: (that is to say) The true and faithful service of I.A. for and during the time and space of one whole year and an half from, &c. as aforesaid, and the like honest and dutiful service of G.R. for and during the time and space of two whole years and an half, &c. from the Feast-day of &c. as is aforesaid declared; Giving, and by these presents granting unto the said C.B. my full power and lawful authority for the having, keeping, and enjoying of my said Apprentices I. and G. before-mentioned, for and during their several times yet to come and unexpired. And moreover, I the said A. M. do by these presents covenant, promise, and grant to and with the said C. B. his Executors and Assigns, That the said I. and G. Apprentices, shall, during their several times, well and truly serve the said C. B. as their Master, and his commandments lawful and honest every where shall do, and from the service of him, they nor either of them shall not

Recital of the Indentures.

Consideration.

Grant of their Terms.

absent

absent or prolong himself by day or night, during the said several terms of their aforesaid Apprenticeships yet to come and unexpired. Provided, That the said C. B. their Master shall well intreat and use the said J. and G. as becometh Apprentices in such case to be used; finding unto them and either of them, meat, drink, linnen, woollen, hose, shoes, and bedding, and all other necessities during the said term. In witness &c.

A Proviso, That if the Lessor be minded to surrender his grand Lease, to take a further estate in the premises, then the demise to be void, with a Covenant to grant a new Lease of the premises.

PROVIDED always, and be the demise under and upon condition, That if the said I. B. his Executors, Administrators, or Assigns, shall at any time, during the demise, be minded to surrender his Grand Lease, by which he hath and holdeth the afore-demised premises (amongst other things) to the intent to get a new Lease, or any larger or further Estate of, in, and to the same; and therefore shall give or leave notice in writing to and for the said A. B. his Executors, Administrators, or Assigns, at the said demised Mansion-house: That then at the day and time of such notice given, and from thenceforth for ever, this Demise, Grant, and Term of years shall cease, determine, and be utterly void and of none effect, to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. And the said I. B. &c. doth covenant and grant to and with the said A. B. his, &c. That he the, &c. or Assigns, notwithstanding the surceasing and determination of this Demise, Grant, and Term of years, or the said A. B. to be had, claimed and enjoyed as aforesaid, shall and will not only peaceably and quietly permit and suffer the said A. B. his Executors, Administrators and Assigns, To have, hold, and enjoy the said demised premises, under the yearly rent aforesaid, by and during the term of three months from thence next following; but also before the end and expiration of the same, shall at his and their proper costs and charges, make, seal, and deliver, or cause, &c. and sufficiently tender at the said demised Mansion-house unto the said A. B. his Executors, or Assigns, a new Lease or Grant in writing of all the said demised premises, for so much of the said time, &c. as shall be then to come and unexpired, and for and under such Rents, Covenants, and Conditions, as are contained in this present Lease.

A Letter of Attorney to enter upon Lands, and to deliver a Lease made to another.

K Now all men by these presents, That I R.R. of, &c. have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute and appoint T. C. of, &c. my true and lawful Attorney, for me, and in my stead and name, to enter and come into and upon the Farm and Lands of T. in the Parish of, &c. now in the tenure or occupation of R. T. or his Assigns, or upon any part thereof, then and there for me, and in my stead and name, to deliver as my act and deed unto H.M. of, &c. or to his Assigns, one Indenture, whereunto I have already sealed, bearing date, &c. made between me the said R.R. of the one party, and the said H. M. of the other party, purporting a Lease of the same Farm and Lands unto the said H. M. his Executors, Administrators and Assigns, for the term of four years next ensuing, as in and by the said Indenture more at large appeareth: which Indenture, after the same shall be so delivered by my said Attorney, I the said R.R. do promise by these presents, shall be my effectual Deed in Law, to all intents, constructions and purposes, as if I the said R.R. had sealed and delivered the same then and there my self. In witness, &c.

A Letter of Attorney to enter upon Lands, and to deliver a Lease.

TO all Christian people to whom this present Writing shall come, we T.A. and R.M. of, &c. send greeting. Whereas we the said T. A. and R. M. have signed and sealed to one Indenture, bearing date with these presents, purporting a Lease, Demise, or Grant, unto J.H. of, &c. of all that our Manor or Farm of, &c. with the Houses, Barns, Stables, Orchards, Gardens, &c. and of all that our Scite of the Rectory or Parsonage of L. in the said Countrey of, &c. Together with the Demesne Lands to the said Manor and Farm belonging or appertaining: To hold from the enfealing and delivery of the same Indenture, for the term of three years then next ensuing, as by the same Indenture of Lease at large appeareth. Now know ye, that we the said T. A. and R. M. *The Letter of Attorney.* have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute, and in our steads and places put and appoint our trusty and well-beloved friend J. H. of, &c. our true and lawful Attorney

torney and Assignee, for us, and in our steads and names, enter and come into and upon all that the said, &c. and other the Lands aforesaid, or into some part thereof, and then and there (after such entry made) to deliver unto the said J. H. as our very act and deed, the said Indenture of Lease above mentioned, to hold according to the tenor of the same Indentures, and further to do and execute all and every such further thing, and or for all whatsoever, as shall be needful to be done and performed in that behalf, in as large, ample, and effectual manner as we our selves might or could do, if we were personally present. In witness, &c.

A Condition to pay money within fourteen days after, if the parties bound in an Obligation pay it not at the day.

THe Condition of this Obligation is such, That whereas W. H. and R. B. by their Obligation or Writing Obligation, bearing date, are and stand jointly and severally bounden unto the within named J. L. in the sum of, &c. with condition endorsed, for the true payment of, &c. on the, &c. as by the same Obligation with condition endorsed, at large appeareth. Now if the said W. H. and R. B. their Executors, Administrators, and Assigns, shall make default in payment of the said sum of, &c. on the said, &c. in which the same ought to be paid, as aforesaid; then if the within-bounden J. L. his Heirs Executors, Administrators, and Assigns, or any of them, do within fourteen days next and immediately ensuing the said, &c. well and truly pay, or cause to be paid unto the said J. L. his Executors or Assigns, the sum of, &c. or so much thereof as shall be behind and unpaid in or upon the said, &c. at or in, &c. without fraud or covin, That then this present Obligation, &c.

*An Assignment of a Lease of Partition, wherein three are Joyn-
Lessors, to a third person.*

THis Indenture made, &c. between H. P. of, &c. of the one part, and W. C. of, &c. on the other part, witnesseth, That whereas G. M. of, &c. and E. his Wife, H. B. Recital. &c. and H. his Wife, and T. P. &c. and M. his Wife, in and by their three several Indentures of Lease, bearing equal date the, &c. for the several considerations therein mentioned, did demise, grant, and to farm let, unto the said H. P. all that their said three several third parts, in three parts to be divided, of all that their Messuage or Tenement, Scituate, lying, and being in, &c. then or late

late in the tenure or occupation of one R. G. or of his Assignee or Assignees, with all Shops, Cellars, Sollows, Chambers, Rooms, Lights, Fashments, Buildings and Commodities thereunto belonging, with their appurtenances, together with all their several third parts in three parts to be divided, of and in such Goods, Waincoat, Implements of Household-necessaries, and things, as were specified and contained in three several Schedules or Inventories indented, and to the same Indenture annexed. *To have and to hold Habund.* all their said three several third parts, in three parts to be divided, of and in the said Messuage, or Tenement, and all and singular the said other demised premises, with the appurtenances, and every part and parcel thereof, unto the said H. P. his Executors, Administrators and Assigns, from the Feast-day of, &c. then next coming after the date of the said several Indentures of Lease, unto the end and term of, &c. from thence next ensuing, and fully to be compleat and ended. Yielding and paying therefore yearly, during the said term of, &c. unto the said G. M. and E. his Wife, and to the Heirs and Assigns of the said E. &c. and to the said H. B. and H. his Wife, and the Heirs and Assigns of the said H. &c. and to the said T. P. and M. his Wife, and to the Heirs and Assigns of the said M. &c. at four of the most usual Feasts in the year; (that is to say) at the Feasts of, &c. by even and equal portions, as in and by the said three several Indentures of Lease, amongst divers other Covenants, Grants, Articles, Agreements, and things therein contained, more fully and at large it doth and may appear. Now this Indenture further witnesseth, That he the said H. P. for and in consideration of the sum of, &c. to him in hand paid, by the said W. C. before the enfealing and delivery of these presents, whereof he the said H. P. doth acknowledge the Receipt, and of every part and parcel thereof doth clearly acquit and discharge the said W. C. his Executors, Administrators, and Assigns, and every of them for ever by these presents, Hath granted, bargained, sold, assigned, and set over, and by these presents doth clearly and absolutely grant, bargain, sell, assign, and set over unto the said W. C. his Executors, Administrators, and Assigns, as well the said Messuage or Tenement, and all other the said premises, with the appurtenances, and every part and parcel thereof, as also all the Estate, Right, Title, Interest, Term of years to come, Possession, Claim, and Demand whatsoever, which he the said H. P. now hath, may, might, should, or in any wise ought to have of, in, or to the said Messuage or Tenement and Premises, or of, in, or to any part

or parcel thereof, by force and virtue of the said three several recited Indentures of Lease, or any or either of them, or otherwise howsoever, together with the said three

Habund. several Indentures of Lease. To have and to hold the said Messuage or Tenement, the said several Indenture of Lease, Estate, Right, Title, Interest, and all and singular other the premises before by these presents bargained, and sold, or mentioned or intended to be hereby bargained, sold, assigned, and set over, and every part and parcel thereof, unto the said W.C. his Executors, Administrators, or Assigns, for and during all the residue yet to come and unexpired of the said term of, &c. in the same Indentures of Lease granted in as large and ample manner and form, to all intents and purposes, as he the said H.P. now hath, may, might, or in any wise ought to have and enjoy the same, by force of the same Indentures of Lease aforesaid, or otherwise howsoever. And the said H.P. doth covenant, promise, and grant, for himself his Executors, Administrators and Assigns, and for every of them, to and with the said W. C. his Executors, Administrators, and Assigns, by these presents, in form following: (that is to say) That he the said W. C. his Executors, Administrators, and Assigns, and every of them, under the Rents, Covenants, Provisoos, and Agreements in the said several recited or mentioned Indentures of Lease contained, shall and may for and during all the rest and residue now to come and unexpired of the said term in the said several Indentures of Lease granted, lawfully, peaceably, and quietly have, hold, use, occupy, possess, and enjoy all the said Messuage or Tenement, and all other the premises, with the appurtenances, and every part and parcel thereof, without the let, trouble, interruption, molestation, or contradiction of him the said H. P. his Executors, Administrators, or Assigns, or of any other person or persons whatsoever, claiming from, by, or under him the said H. P. his Executors, Administrators, or Assigns, discharged also of and from all and all manner of former and other Bargains, Sales, Grants, Surrenders, Forfeitures, Re-entries, cause and causes of Forfeiture and Re-entry, Rents, Arrearages of Rents, Charges, Titles, Troubles, and Incumbrances whatsoever, had, made, committed, suffered, or done, or to be had, made, committed, suffered, or done, by the said H.P. his Executors, Administrators, or Assigns, or any of them, or by any other person or persons whatsoever, claiming from, by, or under him, them, or any of them, or by his, their, or any of their means, act, title, consent, or procurement, the Rents, Covenants, Conditions, and Agreements in the said several recited or mentioned Indentures of Lease contained.

which

which from henceforth on the Tenants part and behalf are or ought to be paid, perform'd, and kept, only excepted, and always fore-prized. In witness &c.

A Condition to pay a sum of money to Children, at their several Ages, according to the Will by which it was given. The Bond made to the Executor.

THe Condition of this Obligation is such, That whereas the within-named A.B. by his last Will and Testament, bearing date &c. did amongst other Legacies and Bequests, give and bequeath to the Children of his late Brother G. B. deceased, to every one of them that should be living at the time of his death, to be delivered unto them by equal portions, at their several Ages of one and twenty years, Forty pounds apiece, and to G.B. by name, one of his said Brothers Children, the sum of Forty pounds over and besides the said Forty pounds formerly to him given as aforesaid: And did ordain, that the said several sums so bequeathed to his said Brothers Children, should be delivered to their Mother, his Sister in law, for the use and behoof of the said Children, she putting in sufficient security to his Executors for the payment of the said sums, at their several ages above-mentioned, as by the said last Will and Testament of the said A.B. may appear, the within named M.E. and G.H. Executors of the said last Will and Testament of the said A.B. have now paid and delivered unto the within bounden E.W. the Mother of the said Children, the sum of, &c. for the several Legacies of such of the same Children as are yet under the age of One and twenty years: (that is to say) Four score pounds for the use of the above-named G. B. according to the Bequest thereof to him made aforesaid, Forty pounds more for the use of E. B. Forty pounds more for F. B. and Forty pounds more for A. B. all Children of the said G. B. deceased, to be paid unto them at their several ages, as aforesaid. If therefore the above-bounden E. B. his Heirs, Executors, Administrators, or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto every of the said Children before-named respectively (*vid.*) To G. B. E. B. F. B. and A. B. their said several sums or Legacies above-mentioned, at every several respective ages of Twenty one years, according to the effect and true meaning of the said Will, without fraud or covin, That then, &c.

A Condition for payment of Mony to a Child when he comes to Age, and in the mean time to find it and bring it up.

THe Condition, &c. That if the within-bounded T. C. his Heirs, Executors &c. do well and truly deliver and pay, or cause to be delived and paid unto T. M. Son of J. M. late of, &c. the sum of, &c. within one month next after that the said T. shall attain and come to his full age of twenty one years, and also carefully and honestly, according to his calling and degree, keep, educate, and bring up the said T. during his non-age, with necessary and convenient meat, drink, lodging, learning, and apparel. And if the said T. M. shall happen to die and depart this life before he shall attain his said age of One and twenty years, Then if the said T. C. his Executors, &c. do within one year next after the decease of the said T. M. pay or cause to be paid unto the within-named, &c. his Executors or Assigns, to the use of the Children of the said T. M. which shall be then living, the said sum of, &c. to be equally distributed and divided amongst them, That then, &c.

An Assignment of a Wharf, stock of Wood, Coals, Lighters, &c. with a general Release, and Covenants for peaceable enjoying.

THis Indenture made the &c. between J. G. of, &c. Woodmonger, of the one part, and J. C. of, &c. in the same Parish and County, Woodmonger, of the other part, witnesseth, That whereas the said J. B. being on the sixth of *August, Anno Dom. 1637.* and in the 13th year of his said Majesties Reign that now is, lawfully possessed for divers years then to come, of and in one Wharf in *Milford-lane* in the Parish of, &c. and of a certain stock of Wood and Coals thereupon, and in the Lighters of the said Wharf, namely 124 Chaldron of Coals, valued at an hundred and two pounds, two shillings, and nine pence, ferry thousand of Oaken Billers, at, &c. six Horses, six Carts with their furniture, Coal-sacks, Lighters, Planks, Coal-measures, and new and old Wheels about the yard valued at, &c. All which did amount in the whole to the sum of three hundred pounds, five shillings, and nine pence, and did commit unto him the said J. C. the use, occupation, and managing of the said stock of Wood and Coals, and of the sum of one hundred ninety seven pounds, fourteen shillings, and three pence, of lawful Mony of *England*, to be laid out in buying of Wood and Coals to make up the whole stock five hundred and two pounds, to be used, managed and employed, and supplied from time to time, by him the said J. C. at the said Wharf.

Wharf for the term of seven years then next ensuing, if the said I. and L. should so long live, upon such Conditions, Covenants, and Agreement, and in such sort as were mentioned, expressed, and contained in certain Articles of agreement indented, bearing date the sixteenth day of *August*, 1637, in the said Thirteenth year of his said Majesties Reign, made between the said I. G. of the one part, and the said J. C. of the other part, as in and by the said Article, at large it doth and may appear. And whereas it is agreed, that the Agreement in the said Articles shall cease and be determined, and that the said J. C. shall have, hold, retain, and keep the said stock of Goods and Mony to his own use, in consideration of the sum of, &c. of lawful mony of *England*, agreed to be secured to be paid by the said H. G. at certain days agreed upon: Now this Indenture further witnesseth, that the said J. G. for the consideration aforesaid, hath granted, bargained, sold, assigned, and set over, and by these presents doth fully, clearly, and absolutely grant, bargain, sell, assign, and set over unto the said J. C. all the said stock of Goods and Mony before-mentioned, formerly, delivered into the hands of the said J. C. as aforesaid; and doth also remise, release, and for ever quit claim unto the said J. C. all Actions, Accompts, Claims and Demands whatsoever, touching or concerning the same stock of Goods and Mony, or any part thereof. *To have and to hold* the said stock of Wood, Coals, Mony, and other things before-mentioned, and every part of them unto the said J. C. his Executors, Administrators, and Assigns, to his and their own proper use and behoof, and as his and their own proper Goods and Chattels for ever. And the said J. G. for himself, his Executors, and Administrators, and for every of them, doth covenant, promise, and grant, so and with the said J. C. his Executors, Administrators, and Assigns, and to and with every of them by these presents, That he the said J. C. his Executors, Administrators, and Assigns, shall and may from henceforth for ever, peaceably and quietly have, hold, and enjoy the said stock of Goods and Mony, and the same and every part thereof, to dispose and convert to his and their own proper use and behoof, without the let, suit, trouble, claim, and disturbance of him the said J. G. his Executors, Administrators, or Assigns, or any of them, or of any other person or persons whatsoever, claiming by, from, or under him, them, or any of them, or by, or under, or by reason of his, their, or any of their act or acts, right, title, interest, means, or procurement, &c. In witness, &c.

An Assignment of a Lease of a Messuage, divers plats of ground, with Buttralls and Boundalls, several Covenants, &c. with an Exception.

THis Indenture made the, &c. day of, &c. *Anno Dom.* 1632. and the eighth year of the Reign of our Sovereign Lord King Charles, &c. between S. A. of, &c. Gentleman, of the one part, and F. L. of, &c. Esquire, of the other part. Whereas Sir John T. late of, &c. Knight and Baronet, deceased, and the late Right Honourable N. Lord Tufson, and the Earl of Thanet, by the name of Sir. T. N. Knight, Son and Heir apparent of the said Sir John T. now also deceased, by their Indenture bearing date the thirteenth day of May, in the fifteenth year of the Reign of our said Sovereign Lord King Charles over England, &c. for the consideration therein expressed, did demise, grant, and to farm let unto E. W. of, &c. his Executors and Assigns, all that the Messuage or Tenement, shed and plat of ground situate, lying, and being in *Chick-lane*, &c. containing by estimation one hundred foot in length from the North to the South, and in breadth Forty one foot from the East to the West; the Messuage or Tenement then in the tenure of J. W. lying on the East-side thereof, in the said *Chick-lane* on the North-side thereof; and the Messuage or Tenement then in the tenure of one R. S. on the West and South-sides thereof; and also their part of one Messuage or Tenement, or shed, and parcel of ground lying and being in *Chick-lane* aforesaid, containing by estimation Four score and twelve foot in length, and in breadth Eighteen foot: the Messuage or Tenement then in the tenure or occupation of one A. B. on the VWest-side thereof, the said *Chick-lane* on the North-side thereof; and the Messuage or Tenement then in the tenure or occupation of one H. S. on the South-side thereof, and then or late before in the tenure or occupation of the said A. B. his Assignee or Assignees, and all and singular the Messuages, Tenements, Houses, Edifices, Buildings, Rooms, Shops, Cellars, Sotters, and void ground unto the said Messuages or Tenements, shed and plats of ground before mentioned to be demised, belonging, or in any wise appertaining. To have and to Hold to the said *Edmond Waight*, his Executors, Administrators, and Assigns, from the Feast of the Annuciation of the blessed Lady Saint Mary the Virgin last past before the date hereof, unto the full end and term of Thirty one years from thence next ensuing, and fully to be compleat and ended. Yielding and paying

paying therefore yearly, during the said term, unto the said Sir J. T. yearly, during his life, and after his decease to the said Right Honourable N. Lord T. and Earl of *Thanet*, his Heirs and Assigns, the full sum of Eight pounds of lawful mony of *England*, at two of the most useful Feasts or Terms in the year; that is to say, at the Feasts of *St. Michael* the Arch-angel, and the Annunciation of the blessed Lady the Virgin *Mary*, by equal portions, as by the same Indenture more plainly may appear. And whereas by certain other Indentures bearing date the said Thirteenth day of *May*, made between the said Sir *John T.* and the said N. Lord T. and Earl of *Thanet*, by the name of Sir N. T. Knight, on the one part, and the said E. W. on the other part; it is covenanted, conditioned, and agreed by and between all the said parties: And the said E. W. for himself, his Executors, Administrators, and Assigns, did covenant, promise, and grant to and with the said Sir I. T. and the said N. Lord T. and Earl of T. their Heirs and Assigns, by the said last mentioned Indenture, That the said E. W. his Executors, Administrators, and Assigns, should well and truly yearly, during the said term of one and twenty years, pay or cause to be paid to the said Sir I. T. during his natural life, and after his decease, to the said N. Lord T. and Earl of T. his Heirs and Assigns, the full sum of twenty three pounds of lawful mony, &c. for and in the name of a fine or income for the said Lease, at the two Feasts aforesaid, by equal portions. And whereas also the said Sir I. T. and the said N. Lord T. and Earl of T. by the name of N. T. Knight, have by their Indenture, bearing date the said, &c. day of *May*, for the consideration therein mentioned; demised, granted and to farm let unto J. W. of, &c. all that their Messuage or Tenement, situate, lying, and being in *Chick-lane* aforesaid late in the tenure or occupation of one *Agnes W.* and her Assignee or Assignees, containing by estimation from the East to the West thirty foot in breadth, and in length from the North to the South threescore foot; the Tenement then in the occupation of the said J. W. lying on the East side thereof; the Tenements then of *Ralph F.* Gentlemen, on the West side thereof; the Tenements, then in the tenure or occupation of the said *Ralph F.* on the South side thereof; and also all the Tenement, shed, or piece of ground lying and being in *Chick-lane* aforesaid, containing by estimation one hundred and twenty foot of assize in length, and twenty eight foot in breadth, then or late before in the tenure or occupation of the said J. W. or his Assignee or Assignees; the Tenement then in the tenure or occupation of one J. C. lying on the East side there-

of; and the Tenement then in the tenure of one J. W. on the West side thereof; and the Tenement belonging to *St. Martin's Orgat* on the South side thereof; and also one other little piece or parcel of ground, situate, lying, and being near *Chick-lane* aforesaid, &c. containing by estimation in length nineteen foot from the East to the West, and in breadth from the North, to the South sixteen foot, late in the tenure or occupation of R. B. or of his Assignee or Assignees; the Tenement then in the occupation of the said J. W. on the East side thereof; and the Tenement then in the tenure of the said *Ralph F.* on the West side thereof; the Tenement then in the tenure of R. S. and E. W. on the North side thereof; and the Tenement in the tenure of the said R. F. on the South side thereof; and also all and singular Houses, Edifices Buildings, Stables and back-sides, Back houses, Shops, Cellars, Sollers, &c. unto the said Messuage, and several plats of ground before-demised, then belonging or appertaining, or to or with the said demised premises then held, used, occupied, or enjoyed, as part, parcel, or member of them. ~~And~~ *to have and to hold* all and singular the said demised premises, with the appurtenances, to the said J. W. his Executors, Administrators, and Assigns, from the Feast of the Annunciation of our blessed Lady the Virgin *Mary*, then last past before the date of the said last recited Indenture, unto the full end and term of thirty and one years from thence next ensuing and fully to be compleat and ended. Yielding and paying therefore yearly, during the said term, unto the said Sir J. T. during his life, and after his decease to the said Right Honourable N. Lord T. and Earl of T. and his Heirs and Assigns, the full sum of six pounds of lawful money of *England*, at the two Feasts aforesaid, by even and equal portions. And whereas by certain other Indentures, bearing date the said thirteenth day of *May*, made between the said Sir J. T. and the said N. Lord T. Earl of T. of the one party, and the said J. W. of the other party: It is covenanted, concluded, condescended and agreed by and between all the said parties, and the said J. W. for himself, his Executors, Administrators, and Assigns, did covenant, promise and grant to and with the said Sir J. T. and the said N. Lord T. Earl of T. their Heirs and Assigns, That the said J. W. his Executors, Administrators, and Assigns, should well and truly, yearly, during the said term of thirty and one years, pay or cause to be paid to the said Sir *John T.* during his natural life, and after his decease to the said N. Lord T. Earl of T. his Heirs and Assigns, the full sum of seventeen pounds of lawful money of *England*, for and in the name of a Fine or In-

come for the said Lease, at the two Feasts aforesaid, by even and equal portions, as by the same several Leases, relation being unto them had, more at large it doth and may appear: which said several Leases, Estates, and Interests of the said E. W. and J. W. of, in, and to all and singular the aforesaid premises, in and by the aforesaid several Indentures of Lease demised, granted, and contained as aforesaid, were by mean conveyances, and sufficient assurances in the Law, conveyed to *John Witherings Esquire*; and the said J. W. by Deed indented under his hand and seal, bearing date the 8th of, &c. 5 Car. hath conveyed his Estate, Interest, and term of years in the said premises, unto the said S. for, during, and until all the residue of the time then to come and unexpired of the said several Indentures of Lease granted, be fully compleat and ended, as by the same Conveyances and Assurances, relation being thereto had, it doth and may appear. Now this Indenture witnesseth, That the said S. H. for and in consideration of the sum of Three hundred and thirty pounds, &c. to him and his, at and before the enscaling and delivery of these presents by the said F. H. well and truly paid, whereof the said S. H. doth acknowledge the receipt, and thereof, and of every part and parcel thereof, doth hereby for ever acquit and discharge the said F. H. his Executors and Assigns, and every of them, hath granted, bargained, sold, assigned, and set over, and by these presents, doth fully, clearly, and absolutely grant, bargain, sell, assign, and set over unto the said F. H. and M. his Wife, all and singular the said premises above-mentioned to be by the aforesaid Indentures, or any of them, demised, letten, or granted, or mentioned, meant, or intended to be in and by the same demised, letten, or granted, with their and every of their appurtenances; and all the Messuages, Houses, Edifices, and Buildings now standing, erected, and built: and all the said original Indentures of Demise, and all mean Conveyances and Assignments thereof, and of every part thereof, and all the time and term of years yet to come, and unexpired, granted, mentioned or intended to be granted in or by the said Indentures or any of them, and all the estate, interest, right, title, term and terms of years, claim, and demand whatsoever, which he the said S. H. now hath yet to come and unexpired, of and in the said demised premises, or any of them. To have and to hold all and singular the said demised premises by these presents mentioned or intended to be granted, assigned, or conveyed, and all the said original Indentures of demise, and all mean conveyances, and assignments thereof, and all the term of years yet to come and unexpired, of and in the said demised

mitted premises, or any of them, unto the said F. H. and M. his Wife, their Executors, Administrators, and Assigns, immediately from and after the making hereof, for and during all the residue of the said several terms of, &c. years therein yet to come and unexpired. And the said S. H. for himself, his Executors, and Administrators, and for every of them, doth covenant promise, and grant to and with the said F. H. his Executors, Administrators, and Assigns, and to and with every of them by these presents. That he the said S. H. hath not before the day of the date hereof, made, done, or committed any act or acts, thing or things, Grant, Lease, Estate, or Incumbrance whatsoever, whereby, or by reason whereof the said Leases, Estates, and Premises before herein assigned and set over, or any part or parcel thereof, are or shall be frustrated, avoided, disturbed, or incumbered. Except one Lease made by the said F.M. and S.H. unto R.H. of a Messuage or Tenement, with the appurtenances, parcel of the premises aforesaid, now or late in the occupation of J. S. by Indenture dated, &c. now last past for the term of sixteen years, commencing from the Feast, &c. at the yearly Rent of a Pepper corn: and except certain Leases in the said Deed from the said J. W. mentioned to be excepted severally and respectively of several parts and parcels of the said premises, before the said S. had any Estate in the premises or any part thereof, by E.W. to G. W. H.W. and T. K. &c. Upon which Leases divers several Rents are respectively reserved, amounting in the whole to the sum of Sixty one pounds yearly, or thereabouts, all which Rents shall or may be hereafter payable to the said F. H. and M. his Wife, their Executors, and Assigns; and except all other Leases and Estates mentioned and excepted in the said Deed, from the said J. W. &c. In witness, &c.

An Assignment of a Lease, reciting divers Leases, with several Covenants.

THis Indenture made, &c. Anno Domini 1633, between M.F. of, &c. and H.E. of, &c. of the one part, and J. W. of, &c. and R. H. of, &c. of the other part. Whereas the Wardens and Commonalty of the Mystery of Mercers of the City of London, by their Indenture of Lease under their common Seal, bearing date the, &c. day of, &c. 1614, in the twelfth year of K. James, &c. for the consideration therein expressed, did demise, grant, bargain, and to farm let unto the Right Honourable T. late Earl of Exeter, deceased, all that their Close or parcel of Pasture-ground, called or known by the name of, &c. containing by

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estimation ten acres, be it more or less, situate, lying, and being in, &c. which Close abutteth upon the West, &c. on the East upon another Lane, then or sometimes called *Stroud lane*, leading from the, &c. towards the South, upon a Plat called or known by the name of the *Covent Garden*, and towards the North, upon certain Lands called the, &c. and a Garden-plot, sometimes in the tenure of W. R. or his Assigns; which said Close called O. was sometimes in the tenure of Sir T. K. deceased, Father of the said Earl, or of his Assigns. To have and to hold to the said Earl of *Exeter*, his Executors, or Administrators, and Assigns, the said demised Close or parcel of Pasture ground, from the Feast-day of, &c. last past before the date of the same Indenture, unto the full end and term of Thirty years from thence next ensuing, and fully to be compleat and ended, at and for the yearly Rent of Ten pounds payable, as in and by the same Indenture of Lease, more at large it doth and may appear; By force whereof the said T. Earl of *Exeter* entred into the said premises, and was thereof lawfully possessed accordingly. And whereas the said T. Earl of E. (being of the premises so possessed as aforesaid) by his Indenture, bearing date the 29th day of *October* 1615, and in the, &c. year of the said Majesties Reign, for the consideration therein expressed, did grant, assign, and set over all his Estate and Interest in the premises, unto Sir W. S. of, &c. Knight, his Executors and Assigns, as by the same Indenture of Lease more at large appeareth, And whereas also the said Sir W. B. by his Indenture of Lease, bearing date the fiftenth day of *February*, Anno Domini 1629, and in the, &c. year of his said late Majesties Reign, for the consideration therein expressed, did demise, grant, and to farm let unto C. Cundall of, &c. all that piece of ground, parcel of the said Close or Pasture called and known by the name of E. *alias*, &c. containing in breath throughout the whole length, Twenty foot of assize, &c. or thereabouts, adjoyning to, &c. together with free ingress, egress, regress, way and passage to and for the said C. his Executors and Administrators, and to and for his and their Friends, Servants, and Assigns, with Horses, Carts, and Carriages, or without, at their wills and pleasures, in and from the said demised premises, at all fit and convenient times, in, by, and through the said ways set forth, or hereafter to be set forth by the said Sir W. S. his Executors, Administrators, or Assigns, in or upon the same Close, To Have and to Hold the said parcel of ground, and other the before-demised premises, with the appurtenances, to the said C. Cundall, his Executors, Administrators, and Assigns, from, &c. next ensuing the date of the same Indenture, unto

the full end and term of twenty and eight years from thence next ensuing, and fully to be compleat and ended. Yielding and paying therefore yearly, during the said term of eight and twenty years, unto the aforesaid W. S. his Executors, Administrators, and Assigns, the sum of four hundred pounds of, &c. at the Feasts of, &c. as in and by the same Indenture of Lease, amongst divers other Covenants, Grants, Articles, and Agreements therein contained, more at large it doth and may appear: By force whereof the said C. Cundall entred into the said parcel of ground, with the appurtenances, and was thereof lawfully possessed accordingly. The estate and interest of which said C. Cundall, of, in and to the same premises, did afterwards lawfully come to the hands and possession of the said J. W. and the said J. W. did erect and set up certain Tenements, Sheds, and Edifices, in and upon the same parcel of ground so demised, as the said C. Cundall, aforesaid. And whereas also the said Sir W. S. by his Indenture, bearing date the, &c. last past, for the consideration therein expressed, did grant, bargain, sell, assign, and set over all his estate, right, title, interest, reversion, claim, and demand, of, into, and out of the said Close or parcel of Pasture ground, called *Flin-fields*; alias *Long-acre*, with the appurtenances, unto the said H. E. his Executors and Assigns, for and during all the rest and residue of the aforesaid term of thirty years then to come and unexpired, as in and by the same Indenture, relation being thereunto had, more at large it doth and may appear. Which assignment to the said H. E. was in trust for the use and behoof of the said M. F. his Executors, Administrators, or Assigns. Now this Indenture witnesseth, That the said M. F. and H. E. and in consideration of the sum of, &c. to the said M. F. by the said J. W. as and before the en-sealing and delivery of these presents, well and truly paid, the receipt whereof the said M. F. doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly acquit, exonerates and discharge the said J. W. his Executors, Administrators, and Assigns, and every of them, Have granted, bargained, aliened, sold, assigned, and set over, and by these presents doth clearly and absolutely grant, bargain, sell, assign, and set over unto the said R. H. by and with the consent and direction of the said J. W. all that and every of their reversion or reversions, of and in the said parcel of ground demised by the said Sir W. S. to the said C. Cundall, as aforesaid, and of and in all Houses, Edifices, and Buildings, erected, standing, or being in or upon the same parcel of ground, or any part thereof, and the said yearly rent of four pounds, reserved due and payable for the same premises, and all other

rents,

rents, issues, and profits of the said premises, and also all the estate, right, title, interest, property, reversion, claim, and demand whatsoever, which they the said M. F. and H. E. or either of them, now have or hath, or may, might, or ought to have, claim, and demand of, into, or out of the said parcel of Ground, Houses, Edifices, and buildings aforesaid, or any of them, or of, into, or out of any part or parcel thereof, together also with the Counterpart of the said Lease, made by the said Sir W. S. to the said C. *Cundall*, as aforesaid. To have and to hold the said parcel of Ground, Houses, Edifices, Buildings, Reversion, Rents, and all other the premises before in and by these presents granted, bargained, sold assigned, or set over, and every part and parcel thereof, with their and every of their appurtenances, unto the said R. H. his Executors, Administrators, and Assigns, from henceforth, for and during all the rest and residue of the aforesaid Thirty years yet to come and unexpired. And the said M. F. for himself, his Executors, and Administrators, and for every of them, doth covenant, promise, and grant to and with the said R. H. his Executors, Administrators, and Assigns, and to and with every of them by these presents, in manner and form following: that is to say, That it shall and may be lawful to and for the said R. H. his Executors, Administrators, and Assigns, and every of them, from time to time, and at all times hereafter, for and during the rest and residue of the said term of Thirty years yet to come and unexpired, peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said parcel of Ground, Houses Edifices, and Buildings, and the rent, issues, and profits thereof, shall or may have receive, take, and convert to his and their own proper use and behoof, without the lawful let, suit, trouble, eviction, disturbance, or interruption of them the said M. F. or H. R. or any of them, their or any of their Executors, Administrators, or Assigns, or any of them, or any of any person or persons whatsoever, lawfully having or claiming, or which shall lawfully have or claim any lawful estate, right, title, or interest of, in, to, or out of the said premises, or any part thereof, by, from, or under them, or either of them, or by reason of their act or acts, right, title, means, or procurement, other than such as shall claim by force of the said Lease made to the said C. *Cundall*, and also free and clear, and freely and clearly acquitted, exonerated, and discharged by the said M. F. his Executors or Administrators, or some or one of them from time to time, and at all times during the residue of the said term of 30 years yet to come and unexpired, and well and sufficiently saved and kept harmless of, for, from, touching and concerning the said yearly

yearly Rent of Ten pounds, reserved upon the said original Lease, and by and from the said Wardens and Commonalty of the Mystery of Mercers, to the said Earl of Exeter, as aforesaid, as also free of all incumbrances had, made, committed, suffered, or done by them the said M.F. and H.E. and either of them, their Executors, Administrators, or any of them, by their or any of their act or acts, defaults, means, or procurement. And the said H. E. for himself, his Executors, Administrators, and Assigns, doth covenant and grant to and with the said, &c. his Executors, &c. and to and with every of them by these presents, That it shall and may be lawful to and for the said R.H. his Executors, Administrators, and Assigns, and every of them, from time to time, and at all times hereafter, for and during the rest and residue of the said term of 30 years yet to come and unexpired, peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said parcel of Ground, Houses, Edifices, Buildings, Rents, Reversions, and all other the premises before, in and by these presents granted, bargained, sold, assigned, and set over, and every part and parcel thereof, with their and every of their appurtenances, without the let, suit trouble eviction, disturbance, or interruption of him the said H. E. his Executors, Administrators, or Assigns; or any of them, or any other person or persons whatsoever, lawfully claiming, or which shall or may lawfully claim by, from, or under him, them, or any them, or by, from, or under, or by reason of his, their, or any of their act or acts, right, title, interest, means, or procurement. In witness, &c.

A Lease of divers Lands, &c. with a Covenant to pay Heriots upon death, &c. with many other substantial Covenants.

THis Indenture made the, &c. between Sir H. Oniel of, &c. Knight, of the one part, and G. R. of &c. Gent. of the other part, witnesseth, That the said Sir H. O. as well for and in consideration of a certain sum of money to him in hand paid, as also for divers other good causes and considerations him thereunto moving, Hath demised, granted, bargained, sold, and to farm letten, and by these presents doth demise, grant, bargain, sell, and to farm let unto the said G. R. all those four Towns, or Town-lands, commonly called or known, or reputed to be known by the several names of *Casbal K.E.F.* &c. situate and being within the Mannor, &c. in the County of, &c. according as the same are bounden, meeted, or buttred, by and with the ancient meets and bounds thereof, and as the said Towns or Townships, and every or any of them have been enjoyed by

by the said Sir H. O. or any other his Farmors Lessees, or Under-tenants, and now or late in the respective tenures, possession, or occupations of the said Sir H. O. or his Under-tenants, Farmors, Lessees, or Assigns of him the said H. O. Together with all and all manner of Houses, Edifices, Buildings, Orchards, Gardens, Yards, Lands, Meadows, Pastures, Ways, Waters, Water-courses, Commons, Profits, Easements, Commodities, Emoluments, and Hereditaments whatsoever, to the said four Towns or Town-lands, them or any of them belonging, or in any wise appertaining, or with them or any of them, used, occupied, or enjoyed; and all rents and yearly profits, and other duties and services reserved or payable upon or by reason of any Lease or Leases, Demises or Grants heretofore to any person or persons, covenanted or made of the premises, or any part or parcel thereof, and the Reversion & Reversions of the said four Towns or Town-lands, and every of them, and of all and every the before-demised premises, depending or expectant, or remaining upon any Demises, Leases, or Grants now in being, or at any time pretended, to be of the said premises, or any part thereof, for term of life or lives, or for term of years, or otherwise howsoever. Except and always reserved out of this present Demise and Grant of the said demised premises, unto the said Sir H. O. his Heirs and Assigns, all Timber-trees, Woods, and Under-woods, now growing, standing, or being, or hereafter to grow, stand, or be in or upon the said Towns or Town-lands, or in or upon any part or parcel thereof, together with all Felons goods, waifs, estrays, mines, minerals, priviledges, royalties and franchises whatsoever to the said Towns, or Town-lands, or any of them belonging, or in any wise appertaining; and together also with free ingress, egress, and regress, for taking, having, digging, receiving, selling, footing, and carrying away the said Timber-trees, Woods, or Under-woods, or the Royalties, Priviledges and Freedoms aforesaid. To Have and to Hold the said Towns or Town lands before-mentioned, and all other the premises, before, in, or by these presents demised and granted, bargained and sold, and every part and parcel thereof, with their and every of their appurtenances, and the Reversion and Reversions, Rents and yearly Profits of the same, and of every part and parcel thereof, unto the said G. R. his Executors, Administrators, and Assigns, from the Feast-day of *All-Saints* last past, before the date of these presents, unto the full end and term of Ninety and nine years from thenceforth next ensuing, and fully to be compleat and ended. Yielding and paying therefore yearly, and for every year during the said term, unto the said Sir H. Oniel,

his

his Heirs and Assigns, the yearly rent or sum of, &c. of currant mony of *England*, at the Feasts of *Philip and Jacob*, and *All Saints*, by even and equal portions, or within one and twenty day next after any of the said Feasts. And if it happen the said yearly rent to be behind and unpaid in part or in all, contrary to the reversion aforesaid, and no sufficient distress can or may be found or taken in and upon the said demised premises, (A demand thereof being by the said Sir *H. Oniel*, his Heirs or Assigns, first made) That then and from thenceforth it shall and may be lawful to and for the said Sir *H. Oniel*, his Heirs or Assigns, or any of them, into the said four Towns or Townlands, and all and singular the aforesaid demised premises, with the appurtenances, or in any part or parcel thereof, in the name of the whole to re enter, and the same to claim, have again, enjoy, and re-possess, as in his and their first and former estate; any thing in these present Indentures contained to the contrary in any wise notwithstanding.

A Covenant for new building Messuages on the demised premises.

And the said G.R. for himself, his Heirs Executors, Administrators, and Assigns, and for every of them, doth, covenant, promise, and grant to and with the said Sir *H. Oniel*, his Executors, Administrators, and Assigns, and to and with every of them by these presents, in manner and from following: that is to say, That he the said G. R. his Executors, &c. shall and will within the space of ten years next ensuing the date of these presents, at his and their own proper costs and charges, erect, new build, and set up in and upon some convenient part of the premises, by these presents demised, three Messuages, Tenements, or Houses, sit and convenient for Habitation, to be so erected of Timber, Stone, or Brick, according to the most usual manner of building now used within the Realm of *England*; and the same being thus built shall from time to time, and at all times during the aforesaid term of, &c. years, keep and well maintain in good repair: and shall and will likewise from time to time, during the said term, well and sufficiently repair, amend, maintain and keep all the Houses, Edifices, Hedges, Ditches, Fences, and Enclosures in and about the said demised premises, or any part thereof, in good and sufficient reparations; and the said demised premises, and every part thereof, being so well and sufficiently repaired, maintained, hedged, fenced, ditched and amended, in the end of the said term, shall and will quietly leave and yield up unto the said Sir *H. Q.* his Executors, Administrators, and Assigns. And that the said G.R. his Executors, Administrators, &c. Assigns, and his and their under-tenants, shall and will from time to time during

During the said term, grind all their severall kind of grain whatsoever; that they or any of them shall expend in and upon the said demised premises, or any part thereof, at the Mill or Mills of him the said *H. Oniel*. *A Covenant to*
 And the said G. R. for himself, his Executors, *pay Heriots.*
 Administrators, and Assigns, and for every of them, doth further covenant, promise, and grant to and with the said Sir *H. Oniel*, his Heirs and Assigns, and to and with every of them by these presents, That he the said G. R. his Executors, Administrators, or Assigns, shall or will well and truly pay, or cause to be paid unto the said Sir *H. O.* his Heirs or Assigns, such severall and respective Heriots for the said demised premises, as are hereafter in these presents mentioned and expressed: that is to say, Upon the death of the said G. R. his Executors or Administrators, dying Tenant in possession of the said premises, or any part thereof, his or their best Beast in the name of one Heriot, and upon the decease of every of his or their Lessees, Farmor, or Under tenant of the said premises, or any part thereof, one half of the value of the price of his or their best Beast, in full lieu and satisfaction for the whole Heriot. And the said Sir *H. Oniel* for himself, his Heirs, Executors, and Administrators, and for every of them, doth covenant, promise, and grant to and with the said G. R. his Executors, Administrators, and Assigns, and to and with every of them by these presents, That it shall and may be lawful to and for the said G. R. his Executors, Administrators, and Assigns, and his or their Lessees, Farmors, and Under tenants from time to time, and at all times hereafter, during the said term, to have and take, in and upon the said demised premises, competent and sufficient house-boot, plough boot, cart-boot, hedge-boot, and fire-boot, to be spent, expended, and employed in, about, and upon the same premises, and not elsewhere. And the said Sir *H. O.* for himself, his Heirs, Executors, and Administrators, and for every of them, doth farther covenant, promise, and grant to and with the said G. R. his Executors, Administrators, and Assigns, and to and with every of them by these presents, in manner and form following: that is to say, That the said *H. Oniel* is and standeth lawfully seized of and in the said four Towns, Town-lands, or Townships before-mentioned in these presents, and of and in all other the demised premises, with their appurtenances, of such good, perfect and lawful estate of inheritance in Fee simple, as that he the said Sir *H. O.* hath in himself good right, full power, and lawful authority hereby to demise, grant, bargain, sell, and to farm let the said four Towns or Town-lands before mentioned, and all other the premises aforesaid, with their and every of their appur.

appurtenances, unto the said G. R. his Executors, Administrators, and Assigns, for such term of years, and in such manner and form as is herein before-mentioned and expressed. And for the further and better securing and confirming of the said four Towns or Town-lands, and other the premises with the appurtenances, unto the said G. R. his Executors, Administrators, or Assigns, for and during the term aforesaid, and in manner and form as is aforesaid, according to the true intent and meaning of these presents, The said Sir H. Oniel for himself, his Executors, Administrators and Assigns, and every of them, doth covenant and grant to and with the said G. R. his Executors, Administrators, and Assigns, and every of them by these presents, That the said G. R. his Executors, Administrators, and Assigns, and every of them, shall and lawfully may, from time to time, and at all times hereafter, during the said term by these presents granted, peaceably and quietly have, hold, occupy, possess, and enjoy well and truly the said four Towns or Town-lands, without any molestation or hindrance wrought by the said Sir H. Oniel, or any claiming by, from, or under him, and also shall and may take, receive, and perceive all Rents, and all other profits of the said four Towns or Town-lands; and all other the premises before in or by these presents granted, bargained, sold, or to farm letten, or mentioned, agreed, or intended to be hereby granted, bargained, sold, and to farm letten, and every part and parcel thereof, with their and every of their appurtenances, under the Rents, Covenants, and Agreements in these presents reserved, mentioned, or contained, without the lawful let, suit, trouble, eviction, molestation, or interruption of the said Sir H. Oniel, and the Lady M. his Wife, and of the Heirs or Assigns of the said Sir H. Oniel, or any of them, or of any other person or persons whatsoever, lawfully claiming, or which shall claim by, from, or under him, her, them, or any of them, free and clear, and freely and clearly acquitted, exonerated, and discharged, or well and sufficiently saved and kept harmless of, for, from, touching and concerning all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Estates for years, Statutes-Merchant, and of the Staple, Recognizances, Judgments, Executions, Annuities, Rents Charges, Rents seck, and all other Charges, Titles, Troubles, and Incumbrances; whatsoever, heretofore had, made, committed, suffered, done, or assented unto by the said Sir H. Oniel (except the yearly Rent herein before reserved) In witness, &c.

*A Joynture with diuers limitations, &c. with a Proviso for Re-
vocation.*

THis Indenture made the, &c. between V. W. of, &c. Esq; and F. his Wife, formerly the Wife of G. A. Esq; deceased, of the one part, and A. B. of, &c. Esq; 1. P. of, &c. Gent. and I. G. of, &c. Merchant, on the other part, witnesseth, That the said V. W. as well for and in consideration of a Marriage heretofore had and solemnized by and between the said V. W. and the said F. his now Wife, and for settling of a competent Joynture for the said F. if it shall happen to survive the said V. W. and for the settling, assuring, and conveying of all and singular the Mannors, Lands, Tenements, and Hereditaments hereafter in these presents mentioned, with their and every of their appurtenances, in the name and blood of the said V. W. for so long time as it shall please Almighty God, and to the several uses, intents, and purposes, and in such manner and form as hereafter in and by these presents is expressed, mentioned, and declared, according to, and in pursuit of a certain Agreement made between the said V. W. and F. before their said inter-marriage. And also for divers other good and valuable considerations him thereunto especially moving, Hath granted, aliened, infeoffed, released, and confirmed, and by these presents doth grant, alien, infeoff, release, and confirm unto the said A. P. J. P. and J. G. their Heirs and Assigns, all that the Mannor of S. M. with all and singular the Rights, Members, and Appurtenances whatsoever thereunto belonging, or in any wise appertaining, situate and being in the said County of H. And also all and singular the Messuages, Lands, Tenements, Tofts, Crofts, Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Mills, Orchards, Gardens, Meadows, Leasows, Pastures, Clofts, Feedings, Parks, Warrens, Commons, Waters, Fishings, Ponds, Pools, Moors, Marshes, Woods, Under woods, Furzes, Heaths, Wastes, Rents, Reversions, Services, Views of Frank-Pledge, Courts Barons, Perquisites, and Profits of Lects and Courts, Waifes, Estrayes, Felons Goods, Goods of Fugitives and Out-Laws, Tythes, Oblations, Obventions, Royalties, Priviledges, Jurisdictions, Prebendaunces, and Hereditaments whatsoever of him the said V. W. situate, lying, and being, renewing growing or coming in S. M. aforesaid, or elsewhere in the said County of H. And also all that the Advowson, Donation, Nomination, Presentation, free Disposition, and Right of Patronage of the Parish Church of S. M. aforesaid; and all and every the

the Profits, Commodities, Emoluments, and other Hereditaments whatsoever, with all and singular the Appurtenances of him the said V. W. situate, lying, and being, coming, growing, arising, and renewing within the Towns, Fields, Parish, Hamlets, and Territories of S. M. aforesaid, or elsewhere within the said County of H. and all the estate, right, title, interest, property, claim, and demand whatsoever of him the said V. W. of, in, and to the same Mannor, Messuages, Tenements, Hereditaments, and other the premises and every part and parcel thereof; and the reversion and reversions, remainder and remainders thereof, of and every part thereof, and all and every the rent and rents thereupon reserved, due and payable, or any part thereof. All which premises were by the said V. W. bargained and leased, to the said A. B. J. P. and J. G. their Executors or Assigns, by Indenture bearing date, &c. for the term of three months next ensuing the making of the said Indenture, as in and by the same Indenture, reference being thereunto had, may more fully and at large appear. To have and to hold the said Mannor of S. M. with the appurtenances, and all and singular the said Messuages, Tolls, Crofts, Lands, Tenements, and the said Advowson and right of Patronage of the Parish Church of S. M. aforesaid, and every the Profits and Emoluments hereby arising and renewing, and all and singular other the premises hereby conveyed and assured, or meant or mentioned, or intended to be by the presents conveyed and assured; with their and every of their rights, members, and appurtenances, and the reversion and reversions, remainder and remainders thereof, and every part thereof, unto the said A. B. J. P. and J. G. and their Heirs and Assigns, to the several uses, intents, and purposes, and upon the trust and confidence, and under the several provisions, conditions, and limitations hereafter in and by these presents, expressed, limited, and declared, and to and for none other use, intent, or purpose whatsoever: (that is to say) As for and concerning all the Farm, Messuage, or Tenement commonly called or known by the name of *Crusin-farow*, and all and every the Houses, Buildings, Barns, Stables, Yards, Gardens, Orchards, and Lands, Arable, Meadow, and Pasture, containing by estimation one hundred acres, be the same more or less, to the said Messuage, Farm, or Tenement belonging, or in any wise appertaining, with the appurtenances, situate, lying, and being in S. M. the appurtenances now or late in the tenure or occupation of the said A. B. or his Assigns; and all the Farm, Messuage, or Tenement in S. M. aforesaid, together with all and every the Houses, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards,

Orchards, Arable Lands, containing by estimation sixty acres, be the same more or less; and all Closes, Meadows, Pastures, and Hereditaments to the said Messuage or Tenement belonging, or in any wise appertaining, with the appurtenances, now or late in the tenure or occupation of the said A. B. or his Assigns; and also all that Messuage or Tenement, Houses, Buildings, Barns, Stables, Orchards, Gardens, Arable Land, containing by estimation an hundred acres, be the same more or less, Closes, Meadows, Pastures, Lands, Tenements, and Hereditaments, to the said Messuage or Tenements belonging, or in any wise appertaining, situate, lying and being in S. M. aforesaid, with the appurtenances, heretofore in the tenure or occupation of C. D. and now or late in the tenure or occupation of T. W. or his Assigns; and all those Arable Lands, containing by estimation thirty acres, be the same more or less; and all those Closes, Meadows, Pastures, Lands, Tenements, and Hereditaments, with their and every of their appurtenances, situate and being in S. M. aforesaid, now or late in the occupation of, &c. or his Assigns; and also all those twenty acres of Arable Lands, Meadows, and Pastures in S. M. aforesaid, now or late in the tenure or occupation of W. H. or his Assigns; together with all and singular Ways, Easements, Commons, Common of Pasture, Profits, and Commodities whatsoever to the said Premises, or any part thereof belonging or appertaining, or therewith used and enjoyed, or excepted, reputed, or taken as part or parcel, or member thereof, with their and every of their appurtenances, To the use and behoof of the said V. W. for and during the term of his natural life, without impeachment of or for any manner of strip or waste; and from and after his decease, to the use and behoof of the said F. for and during the term of her natural life, for her Joynture, and in lieu and recompence of her Dower and Title of Dower; and from and after the several deceases of them the said V. W. and F. his Wife, then to the use and behoof of the first Son of the body of the said V. W. on the body of the said F. lawfully begotten, or to be begotten, and of the heirs Males of the body of such first Son lawfully to be begotten; and for default of such issue, then to the use and behoof of the second Son of the body of the said V. W. on the body of the said F. lawfully begotten, or to be begotten, and of the heirs Males of the body of such second Son lawfully to be begotten; and for default of such issue, to the use and behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other Son on the body of the said F. lawfully begotten, or to be begotten, and of the Heirs males of the body of every such to be

begotten Son lawfully to be begotten, the eldest Son, and the heirs Males of his Body being always preferred before the younger Son and the heirs males of his Body, according to the seniority and priority of Birth and Age: and for default of such issue, then as for and concerning all and singular the premises hereby limited and appointed to and for the Joynture and Livelyhood of the said F. with their and every of their appurtenances, and the reversion and reversions, remainder and remainders thereof, and of every part thereof, to the use and behoof of the said A. B. J. P. and J. G. and their Assigns, for and during the term of their natural lives, and the life of the longest livers of them, and from and after their decease, and the decease of the Survivor of them, to the use and behoof of the Executors, Administrators, and Assigns of the Survivor or Survivors of them the said A. B. J. P. and J. G. for and during, and unto the full end and term of Sixty years from thence next ensuing fully to be compleat and ended, upon trust and confidence, and to the uses, intents, and purposes hereafter and by these presents limited, expressed and declared: (that is to say) From and after the decease of them the said A. B. J. P. and J. G. and of the Survivor of them, and from and after the end, expiration, and other determination of the said term of Threescore years, as aforesaid, then as for and concerning the Reversion and Reversions, Remainder and Remainders of the said Messuage, Lands, Tenements, and Premises so limited, for lives and years aforesaid: And as for and concerning all that the Manor of S. M. aforesaid, Manor-house and Capital Messuage, and all and every the Houses, Edifices, Buildings, Barns, Stables, Yards, Orchards, Gardens, Lands, Closes, Meadows, Pastures, Feedings, Tenements, and Hereditaments, commonly called or known by the name of *The Messuage Lands of the Manor of S. M.* aforesaid, situate, lying and being inclosed and invironed with a Ring-hedge near about the said Capital Messuage, and for and concerning all of the Lands, Closes, Meadows, Pastures, Feedings, Tenements and Hereditaments, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders thereof, whereof no Estate, use or uses, is or were herein formerly limited and declared, to the use and behoof of the said V. W. and his Assigns, for and during the term of his natural life, without any impeachment of, or for any manner of strip or waste, and from and after his decease, to the use and behoof of such person or persons, for such estate and effect, and for such use and uses, and in such sort, manner, and manner as the said V. W. by any his Deed or Deeds, in writing

ted, sealed, delivered, and executed in the presence of three credible Witnesses at the least, shall declare, limit, and appoint; and until such declaration, limitation, or appointment, then to the use and behoof of G.W. eldest Son of the body of the said V. W. and of the heirs Males of the body of the said G. W. lawfully begotten, or to be begotten, and for default of such issue, then to the use and behoof of R. W. second Son of the body of the said V.W. begotten, and of the heirs Males of the body of the said R. W. lawfully to be begotten; and for default of such issue, to the use and behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other Son of the body of the said V.W. lawfully begotten, or to be begotten, and of the heirs Males of the body of every such to be begotten Son, lawfully to be begotten, the elder Son and the heirs Males of his body to take place, and be preferred according to the seniority and priority of birth and age; and for default of such issue, to the use and behoof of the Heirs of the said V. W. lawfully begotten, or to be begotten; and for default of such issue, to the use and behoof of the right heirs of the said V. W. for ever. And the true intent and meaning of these presents, and of all the parties hereunto upon the execution of these presents is, and the special trust and confidence in them the said A.B. J.P. and J. G. their Executors, Administrators, and Assigns, hereby reposed, is hereby declared and agreed to be, That if in case the said V. W. shall depart this life, having no issue Male of his body upon the body of the said F. lawfully begotten, or without leaving the said F. with Child of a Son, who hereafter shall be born alive and having at the time of his decease one, two, or more Daughters of his body on the body of the said F. lawfully begotten, then living; or if there be one only Daughter, if she be not preferred in Marriage with Eight thousand pounds portion; or if there be two such Daughters, and if they be not preferred in Marriage with portions of One thousand pounds apiece, or if there be three such Daughters, if they be not preferred in marriage with portions of One thousand marks apiece, as is hereafter mentioned. Or if the said V. W. leaving the said F. with Child of one or more Daughter or Daughters who shall be after born alive, that then the said A. B. J.P. and J. G. the Survivor and Survivors of them, his and their Executors, Administrators, and Assigns, out of the Rents, Issues, and Profits of the said Messuages, Cottages, Closes, Pastures, Meadows, Tenements, Hereditaments, and other the premises, with the appurtenances, so to them limited and appointed for lives and years, as aforesaid, shall raise and levy as soon as conveniently may be, for the portion of such Daughter.

if there be but one, the sum of Two thousand pounds of law-ful, &c. to be paid to such only Daughter, her Executors and Assigns, at her age of Eighteen years, or day of Marriage, which shall first happen, or as soon as the said sum of Two thousand pounds can be raised; and if there shall be two such Daughters, the sum of one thousand pound apiece; or if there be three Daughters, then for the portions of the three Daughters, the sum of One thousand Marks apiece of currant, &c. to be paid to them, their Executors and Assigns severally and respectively, at their several and respective Ages of Eighteen years, or days of Marriage, which shall first happen, or as soon as the same can be conveniently raised. And upon this further trust and confidence, and to the intent and purpose that if it shall happen the said V.W. die, leaving one only Daughter, or two or three Daughters of his body, on the body of the said F. begotten, then living, or afterwards to be born as aforesaid; and that the said only Daughter shall happen to depart this life before she accomplish her Age of Eighteen years, or day of Marriage; or if there fortune to be two or more Daughters, then if both, or all the said Daughters die or depart this life before either or any of them accomplish their several Ages of Eighteen years, or be married as aforesaid; then the said several sums of money intended for the portions and advancements of such Daughter or Daughters, as aforesaid, or so much thereof as shall be raised or levied out of the Rents, Issues, and Profits of all or any the Premises, (all charges and expences being defrayed, wherein full and liberal allowance shall be made and given) shall be satisfied or paid to such person or persons as the said V.W. his Heirs or Assigns, by any Writing under his or their hand, subscribed in the presence of two or more credible Witnesses, shall limit and appoint; and in default of such limitation and appointment, to the Executors or Administrators of the said V. W. and his Heirs. And upon this further trust and confidence, and to the intent and purpose that the said A. B. J. P. and J. C. and the Survivor and Survivors of them, his and their Executors and Assigns, shall out of the Rents, Issues and Profits of the said Messuages, Cottages, Lands, Tenements, Hereditaments, and Premises so to them limited for raising of Portions, as aforesaid, with their and every of their appurtenances, levy and pay, or cause to be levied and paid to and for the maintenance of such Daughter or Daughters, as aforesaid; if there be but one only Daughter, the sum of 50 l. per annum; and if there be two or three Daughters, the sum of 30 l. per annum apiece, until such Daughter or Daughters respectively shall attain to her or their Age of Eighteen years, or shall be

married, and her or their portions, paid as aforesaid. Provided always, that it is the true intent and meaning of all the said parties to these presents, That if the said V. W. shall happen to depart this life without any issue female of his body upon the said F. begotten, or without leaving the said F. with Child of one or more Daughters that shall be after born alive, That then the Estate and Estates so limited, as aforesaid, to the said A. B. J. P. and J. G. for their lives, and after their deceases, to their Executors, and Administrators for Sixty years, shall cease, determine, and be utterly void. Provided also, That from and immediately after such time as the aforesaid A. B. J. P. and J. G. their Executors, or Assigns, shall or might have limited and raised the said several sums for portions and present maintenance of such Daughter and Daughters, as aforesaid, that the said Estate for lives and years limited to them in trust, as aforesaid, shall cease, determine, and be utterly void; and the said Messuages, Cottages, Lands, and Tenements, and all and singular other the Premises so to them limited, as aforesaid, in trust, shall immediately go and be, to such person or persons to whom the Reversion or Remainder of the said Messuages, Lands, and Premises shall belong and appertain. And the said V. W. for himself, his Heirs, Executors, Administrators, and Assigns, and every of them, doth covenant, grant and agree, to and with the said A. B. J. P. and J. G. their Heirs, Executors, Administrators, and Assigns, and to and with every of them by these presents, That the said Messuages, Cottages, Clofes, Meadows, Pastures, Tenements and Hereditaments, and all and singular other the premises before by these presents so respectively limited and appointed for the Joynture of the said F. now are, and so from time to time, and at all times hereafter (for and notwithstanding any act or default of the said V. W. his Heirs or Assigns, or any of them) shall remain, continue, and be to the said F. and her Assigns, of the clear yearly value of, &c. over and above all charges and reprises. Provided always, and upon this further condition, and to the further use, intent, and purpose, That if the said V. W. happen to depart this life, leaving a Son of his body on the body of the said F. lawfully begotten, and the said F. do him survive, and afterwards do inter-marry with any person or persons whatsoever, that then, from, and immediately after the said Marriage, as for and concerning one full fifth part (in five parts to be divided) of all and singular the said Messuages, Lands, Tenements and Hereditaments, with the Appurtenances before hereby specified to be limited and appointed to and for the Joynture

ture of the said F. aforesaid, that use and uses, estate and estates thereof limited to the said F. shall cease, determine, and be utterly void, and that from thenceforth they the said A. B. J. P. and J. G. and the Survivor and Survivors of them, his and their Heirs and Assigns, shall stand and be seised of the full fifth part of the said Messuages, Lands, and Premises, from and immediately after the Inter-marriage of the said F. to the use and behoof of the said Son of V. W. on the body of the said F. begotten, for and during the term of the natural life of the said F. for her maintenance, any thing herein contained to the contrary in any wise notwithstanding. Provided also, and upon this condition, and so it is covenanted, granted, declared, and agreed, by and between all and every of the said parties to these presents, and their Heirs and Assigns respectively, and it is the true intent and meaning of these presents, That it shall and may be lawful to and for the said V. W. at any time hereafter, during his natural life, from time to time, by one or more Indenture or Indentures under his Hand and Seal, to lease, demise, set, and to farm let all and every or any of the said Mannors, Messuages, Lands, Tenements, Hereditaments, and Premises, with the Appurtenances, which have been usually set and to farm letten, unto any person or persons whatsoever, for the term of three lives, or for any number of years determinable upon one, two, or three lives, or for the term of One and twenty years, or over or under, in possession, and not in reversion; so as upon every such Lease and Demise, the ancient and accustomed Rent, or more, or the Rent or the Rents now payable or paid, or more (over and besides Duties, Heriots, and Services due and accustomed) be thereupon reserved; and so as such Rents, Duties, Heriots, and Services upon such Lease and Leases, severally reserved, shall and may be and continue due and payable unto him, her, or them respectively and successively, (unto whom the reversion and reversions, and remainder thereof, is hereby limited and appointed, as aforesaid. Provided also, and upon this further condition, and so it is covenanted and agreed by and between all and every the parties to these presents, That if at any time from and after the death of the said V. W. the said G. W. Son and Heir of the said V. W. or such other person or persons as shall be Heirs at Law of the said V. W. shall and do well and truly satisfy and pay, or cause to be satisfied and paid unto the said A. B. J. P. and J. G. and to the Survivor or Survivors of them, his and their Heirs, Executors, Administrators, and Assigns, if H. A. Son of the said R. be then living, the sum of Four thousand and five hundred pounds of currant, &c. And if the said

H. A. be dead, the sum of Five thousand pounds of like current money, at or in the, &c. To the end, that thereby the said A.B. J.P. and J. G. their Heirs, Executors, Administrators, and Assigns, may be thereby enabled to purchase Lands and Tenements of the value of, &c. or may employ and dispose of the same for the use, benefit, and advantage of the issue of the body of the said F. lawfully begotten, or to be begotten; or if the said V.W. or the said Heirs at Law, as aforesaid, or any of them, shall at their own proper cost and charges settle, convey, and assure, or cause and procure to be conveyed and assured, other Lands, Tenements, and Hereditaments, which shall be of the clear yearly value of Two hundred and fifty pounds *per annum*, above all Charges and Reprizes, unto the said A.B. J.P. and J.G. their Heirs and Assigns, and to the Survivor and Survivors of them, his and their Heirs, Executors, Administrators, and Assigns, to the like several uses, intents, and purposes, and upon the like trust and confidences, and under the like conditions, provisoes, powers, and limitations, as are hereby formerly limited and appointed, excepting only the said Messuage, Lands, and Tenements herein and hereby limited to and for the Joyn-ture of the said F. That then, and immediately from and after such payment or settlement, as aforesaid, the several uses and estates herein and hereby limited (other than the estate for life limited to the said F. as aforesaid) of, for, or concerning the said Lands and premises, for the use and benefit of the issue of the body of the said V. W. on the body of the said F. lawfully begotten, or to be begotten, and every of them, shall cease, determine, and be utterly void. And the said V. W. for himself, his Executors, Administrators, and Assigns, doth covenant, grant, and agree to and with the said A.B. J.P. and J.G. their Heirs and Assigns, and to and with every of them by these presents, That for or notwithstanding any act or thing whatsoever, heretofore done or suffered by the said V. W. his Heirs, or Assigns, or hereafter by him, them, or any of them, to be done or suffered to the contrary, the said V. W. now is, and so at the time when the first Estate of the said Manor, Advowson, Messuages, Lands, Tenements, and Premises, and every part and parcel thereof, shall be conveyed and assured to the said A. B. J. P. and J. G. their Heirs and Assigns, to the uses aforesaid, shall stand and be seized thereof, of a good, perfect, absolute, and indefeasible Estate of Inheritance in Fee-simple, or Fee-tail, without any Reversion or Remainder in the Crown, or without any Covenant or use to alter, change, or determine the same. And also that he the said V.W. for and notwithstanding any act or thing whatsoever heretofore done

or suffered to the contrary, as aforesaid, hath, and so at the time of the execution of the said first Estate of the said Manor, Advowson, Messuages, Lands, Tenements, and Premises, and every part and parcel thereof, with their and every of their appurtenances, to the said A. B. J. P. and J. G. their Heirs and Assigns, shall have full power, good right, and lawful authority to grant, convey, and assure the said Manors, Messuages, Lands, Advowsons, Tenements, and Premises, with their and every of their Appurtenances, to the said A. B. J. P. and J. G. their Heirs and Assigns, to the uses, intents, and purposes aforesaid, according to the true intent and meaning of these presents. And the said V. W. for himself, his Heirs, Executors, Administrators, and Assigns, and every of them, doth covenant, promise, grant, and agree to and with the said A. B. J. P. and J. G. and their Heirs and Assigns, and to and with every of them by these presents, That the said V. W. and his Heirs, shall and will from time to time, and at all times hereafter, during and within the, &c. years next ensuing the date of these presents, upon the reasonable request and at the costs and charges in the Law of the said V. W. his Heirs or Assigns, or any of them, do, make, acknowledge, levy, execute, and suffer, or cause to be made, done, levied, acknowledged, executed, and suffered, all and every such further and other lawful and reasonable act and acts, thing and things, device and devices, conveyance and conveyances, assurance and assurances in the Law whatsoever, for the further, more perfect, and better assurance, surety, sure-making, conveying, and assuring of the said Manor, Advowson, Messuage, Lands, Tenements, and Hereditaments, and all and singular the premises, with their and every of their appurtenances, unto the said A. B. J. P. and J. G. their Heirs and Assigns, to the uses, intents, and purposes, and under the conditions, provisoes, and limitations before-mentioned, expressed, and declared, and to and for none other use, intent, or purpose whatsoever, be the same by one or more Fine or Fines, with proclamations to be levied and executed in due form of Law, Feoffment or Feoffments, Recovery or Recoveries, with single, double, or treble Voucher or Vouchers, Deed or Deeds, Enrolled or not Enrolled, the Enrolment of these presents, Release, Confirmation with Warranty, as aforesaid, or otherwise without Warranty, or by all, every, or any of the foresaid ways or means, or by any other lawful and reasonable ways or means whatsoever, as by the said A. B. J. P. and J. G. the Survivor or Survivors of them, his or their Heirs or Assigns, or as by his, their, or any of their Counsel learned in the Law, shall be reasonably devised or required:

quired; which said Fine or Fines, Feoffment or Feoffments, ReCOVERY or Recoveries, and assurances whatsoever had, made, and executed, or hereafter to be had, made, and executed by the said V. W. his Heirs and Assigns, or by any other person or persons whatsoever, touching and concerning all and every, or any of the Premises, with their and every of their appurtenances, and every part and parcel thereof, shall be and enure, and shall be adjudged, demised, construed, and taken to be and enure, to the uses, intents, and purposes before in and by these presents limited, expressed, and declared, and to and for none other use, intent, or purpose whatsoever; any former or other Declaration of use or uses to the contrary thereof, in any wise notwithstanding. Provided nevertheless, and upon condition, and it is covenanted, declared and agreed by and between all and every of the parties to these presents, their Heirs and Assigns, and every of them respectively by these presents, That it shall and may be lawful to and for the said V. W. at any time or times hereafter, during his natural life, by his Deed or Deeds indented, to be by him sealed and delivered in the presence of three or more credible Witnesses, by and with the consent and approbation of the said A.B. J.P. and J.G. or of the Survivor or Survivors of them, his or their Heirs or Assigns, testified in Writing under their hands and seals, to alter, change, revoke, determine, or make void all or any the estate or estates, use or uses before by these presents limited and appointed, except only the uses before hereby limited and appointed to or for the Joyn-ture of the said F. as aforesaid; and that from and after such alteration, change, revocation, determination, or making thereof, or of any part thereof, these presents and all other assurances in the Law whatsoever, shall be and enure, and shall be adjudged, deemed, construed, and taken to be, and to enure. And they the said A.B. J.P. and J.G. and their Heirs and Assigns, and the Heirs and Assigns of the Survivor or Survivors of them, shall stand and be seised of all and singular the premises (except before excepted) or so much thereof, without such alteration, change, revocation, determination, or making void, shall be had and made, as aforesaid, to such other use and uses, and to the use of such person and persons, and for such Estate and Estates, and in such sort, manner, and form, as the said V. W. by any Deed or Deeds indented, sealed, delivered, and executed in the presence of three or more credible Witnesses, by and with such consent and approbation, shall declare, limit, or appoint: and from and after such Revocation, in default of such Declaration, Limitation, and Appointment, then to the uses, intents and purposes before by these presents limited, expressed

and

and declared, and to and for none other use, intent, or purpose whatsoever; any thing in these presents, or in any former or other Declaration of use or uses contained to the contrary thereof in any wise notwithstanding. In witness, &c.

A Condition for the payment of Rent quarterly, for Lands held from year to year, at the pleasure of the Lessor.

THe Condition of this Obligation is such, That whereas the above-bounded T. H. hath and holdeth from year to year, at the will and pleasure of the above-named J. M. certain Closes and parcels of ground lying and being in the Parish of S. above-written, in the County of Berks, parcel of the Lands belonging to the Tenement there called B. for and under the yearly Rent of, &c. to be paid quarterly. If therefore the said T.H. his Heirs, Executors, and Administrators, or any of them, do well and truly pay, or cause to be paid unto the said J.M. or to his certain Attorney, Executors, or Assigns, the said yearly Rent of, &c. at the now dwelling-house of the said J.M. in T. above-written, in manner and form as followeth: (that is to say) Upon the Four and twentieth day of June next ensuing the date hereof, &c. upon the Eight and twentieth day of September next also ensuing other, &c. upon the Four and twentieth day of December next also ensuing other, &c. other upon the Four and twentieth day of March, which shall be in the year of our Lord God, &c. and, &c. and so forth quarterly, and every quarter, the one next and immediately ensuing the other upon the like days, the sum of, &c. during all the time and term that the said T.H. and his Assigns, shall so hold and enjoy the said Closes and Grounds, at the will of the said J. M. And moreover, do from time to time, during all the said term, at his own costs and charges, maintain and keep the same premises in good and sufficient fences and bounds; and in the end of the same time, do leave and yield up the same well and sufficiently fenced and bounded, without any cavillation: That then, &c.

A Sale of the Moiety of Rent reserved by Lease.

THis Indenture made the, &c. between R.B. of, &c. Executor of the last Will and Testament of R. R. late of, &c. deceased, and P. R. &c. on the one part, and A. G. &c. on the other part, witnesseth, That whereas the said P. R. being interessed and possessed by Lease dated, &c. made and granted

granted unto him the said P.R. by and from one W.T. of &c. or all that Messuage, Tenement, or Inn called or known by the name or sign of the *Black-Bell*, situate in *Fleet-street*, in the Parish of *St. Dunstons*, &c. and of all Cellars, Solders, Rooms, Barns, Stables, Hay-lofts, Gate-houses, Liberties of passage, Court-yards, Windows, Lights, Water-courses, Racks, Planks, Mangers, and all other the appurtenances whatsoever to the said Messuage or Tenement belonging, or appertaining, (except as in the said Lease made to the said P.R. or the premisses, is excepted) did afterwards by his Indenture of Lease bearing date &c. for the considerations therein expressed, demise, grant, and to farm-let unto T. R. Citizen, &c. his Executors, Administrators and Assigns, all those Rooms, Chambers, Lodgings, Cellars, and Easements hereafter particularly mentioned, being parcel of the said Messuage, Tenement, or Inn called &c. and then in the tenure of the said T. R. or of his Assigns (that is to say) one Cellar lying under the Shop then and yet in the occupation of the said T. R. or his Assigns, one Room or Chamber towards the Street, called *The Crown*, being part over the said Shop, and part over the said Gate or Way leading into the said Messuage, Tenement, or Inn called the *Black-Bell*; one other little dark Room or Chamber called the *Fog-got-Chamber*, lying backward behind part of the said Room or Chamber called the G. on the same floor, with liberty to make and contrive convenient light or lights, from the Yard of the said Messuage, Tenement, or Inn aforesaid, to serve the said Room called the F. Room, and the same so made, to enjoy during the said Lease; one other Room, Chamber, or Lodging towards the street, called *The Angel*, directly over the said Chamber called C. one other Chamber or Lodging commonly called *The two Bed-Chambers*, lying backward behind part of the said Room or Chamber called the A. on the same floor; and all other piece and parcel of the low Rooms then in the occupation of the said T.R. or his Assigns, to contain by estimation, &c. next behind the West-end or side of the said shop, then in the occupation of the said T. R. towards the North, for the making and contriving of a pair of stairs to lead from the said shop unto the said demised premisses, and also from thence to make and contrive a convenient way or passage to lead into the Cellar before-mentioned; together with all lights, ways, easements, commodities, and appurtenances to the said premisses belonging or appertaining. To have and to hold the said, &c. unto the said T.R. his Executors, Administrators, and Assigns, from the Feast of &c. then next coming after the date of the said Lease last recited, unto the end and term of &c. from thence next ensuing,

ensuing, and fully to be compleat and ended. And for and under the yearly Rent or Reversion of the two first years, and one quarter of the said term of one Pepper-corn, and afterwards during the whole term, for and under the yearly Rent of, &c. payable as in and by the said Indenture of Lease, made to him the said T. R. (amongst divers other Covenants, Grants, Articles and Agreements therein contained) more fully and at large it doth and may appear. And whereas after-
Recited. wards the whole Estate, Right, Title, Interest, Term of years, Property, Claim, and Demand of the said T. R. in and to the said premises before-mentioned or recited, by good and sufficient Conveyances in that behalf made, came into the hands and possession of the said R. B. who died thereof lawfully possessed, and by and after whose decease the said Indenture of Lease first mentioned, term of years and premises aforesaid, was lawfully vested and settled in the said R. B. as Executor of the last Will and Testament of the said R. R. And whereas the said R. B. being of the premises so possessed as aforesaid, by his Indenture or Deed indented, bearing date, &c. for the consideration therein mentioned, did grant, bargain, sell, assign, and set over unto J. C. &c. his Executors, Administrators, and Assigns, the moiety or one half part of the Messuage, Tenement, or Inn, called *The Black-Bell*, aforesaid, and the moiety of all and singular Shops, Cellars, Sollers, Rooms, Barns, Stables, Hay-lofts, Gate-houses, Liberties of Passage, Courts, Yards, Windows, Lights, Water-courses, Racks, Planks, Mangers, and all other the Appurtenances whatsoever to the said Messuage, Tenement, or Inn belonging or appertaining, and the moiety of all Houses, Edifices, and Buildings then standing or being upon the premises, or any part thereof, and the moiety of all and singular other the premises whatsoever, mentioned to be demised in and by the said Indenture of Lease first mentioned (except as in the same Indenture is excepted.) *To have and to hold* the said moiety, or the said Messuage, Tenements, or Inn, called the &c. and of all other the premises aforesaid, (except before excepted) unto the said J. C. his Executors, Administrators, and Assigns, from thenceforth during the residue then to come and unexpired of the whole term granted by the said Indenture of Lease first mentioned, made to the said P. R. as aforesaid, as in and by the last Indenture or Deed indented (amongst other things also) more at large it doth and may appear. Now this Indenture witnesseth, That the said R. B. and P. R. for and in consideration of the sum of, &c. to him the said P. R. by direction and appointment of the said R. B. well and truly paid, before the
 enfealing

enſealing and delivery of theſe preſents by the ſaid A. G. whereof they the ſaid R. B. and P. R. do acknowledge themſelves to be fully ſatisfied, contented, and paid; and thereof, and of every part and parcel thereof, do clearly acquit and diſcharge the ſaid A. G. his Executors and Adminiſtrators, by theſe preſents, Have granted, bargained, ſold, aſſigned, and ſet over, and by theſe preſents do clearly and abſolutely grant, bargain, ſell, aſſign and ſet over unto the ſaid A. G. his Executors, Adminiſtrators, and Aſſigns, all that the moiety or half part of all and ſingular the ſaid Rooms, Chambers, Lodgings, Cellars, Ways, Lights, Liberties, Paſſages, Commodities, and Appurtenances, and of all other the premiſſes demised to the ſaid T. R. by the ſaid P. R. in and by the ſaid Indenture of Leaſe before-recited, and of every part and parcel thereof, together with the moiety or half part of the ſaid yearly Rent of, &c. reſerved by the ſaid Indenture of Leaſe, and full liberty, power, and authority, to receive and take the ſame from time to time, at ſuch Feaſts and days as the ſame ſhall grow due and payable by the ſaid Leaſe, during the ſaid term thereby granted. To Have and to Hold the ſaid moiety of all and ſingular the ſaid Rooms, Chambers, Lodgings, Rents, and other the premiſſes, with the appurtenances, before by theſe preſents mentioned to be granted, bargained, ſold, aſſigned and ſet over, and every part and parcel thereof, with liberty, power, and authority to receive and take the ſaid Rents, as aforeſaid, unto the ſaid A. G. his Executors, Adminiſtrators, and Aſſigns, from the enſealing and delivery of theſe preſents, for and during all the reſt and reſidue of the ſaid term of, &c. years to him the ſaid T. R. granted as aforeſaid, now to come and unexpired, in ſuch like large and ample manner, to all intents and purpoſes, as they the ſaid R. B. and P. R. or either of them might, ſhould, or in any wiſe ought to have, take, and enjoy the ſame. And the ſaid R. B. and P. R. for themſelves and either of them, their and either of their Executors, Adminiſtrators and Aſſigns, and for every of them, do covenant, promiſe, and grant to and with, &c. (that is to ſay) That the ſaid R. B. and P. R. or one of them, at the time of the enſealing and delivery of theſe preſents, are and ſtand, or one them is and ſtandeth ſo lawfully and abſolutely poſſeſſed of the premiſſes, as that they the ſaid R. B. and P. R. or one of them, now have or hath good right, full power, and lawful authority thereby to grant, bargain, ſell, aſſign, and ſet over the ſaid moiety of the ſaid ſeveral Rooms, Chambers, Lodgings, and other the premiſſes, with the appurtenances before by theſe preſents mentioned to be granted, bargained, ſold, aſſigned, and ſet over, and every part and parcel thereof, unto

the said A. G. his Executors, Administrators, and Assigns, in manner and form aforesaid. And further, that he the said A. G. his Executors, Administrators, and Assigns, and every of them, shall from time to time, and at all times hereafter, during the rest and residue of the said term of, &c. years, granted to the said T. R. as aforesaid, peaceably and quietly have, hold, and enjoy the moiety of the said Rooms, Chambers, Lodgings, and other the premises, with the appurtenances before-mentioned to be demised to the said T. R. by the Indenture of Lease above-recited, and every part thereof; and the moiety of the said yearly Rent of, &c. by the same Indenture reserved, shall or may receive, take, and enjoy from time to time, as the same shall grow due during the said term, without the let, suit, trouble, disturbance, or eviction of him the said R. B. and P. R. or either of them, their Executors, Administrators, and Assigns, or any of them, or of any other person or persons whatsoever, lawfully claiming by, from, or under them, or either, or any of them; or by, from, or under their, or any of their means, act, title, consent, or procurement, or by, from or under the said R. R. deceased; and also acquitted, and discharged of and from all and all manner of former Grants, Bargains, Sales, Leases, Statutes-Merchant and of the Staple, Recognizances, Judgments, Executions, Surrenders, Forfeitures, Re-entries, and of and from all other Titles, Troubles, Charges, and Incumbrances whatsoever had, made, committed, or done by the said P. R. and R. B. and R. R. deceased, or any of them; or to be had, made, committed, or done by the said P. R. and R. B. their Executors, &c. or any of them, or by their or any of their means, act, title, interest, default, consent, or procurement. In witness, &c.

A Lease of Lands by way of Mortgage, in consideration of a sum of Money.

THis Indenture made the, &c. between the Right Honourable E. Earl of B. the Lady L. his Wife, Countess of B. the Right Honourable the Lord M. Baron of R. in the County of, &c. Sir F. G. of, &c. and E. W. of, &c. on the one part; and J. W. of, &c. on the other part, witnesseth, That in consideration of the sum of, &c. to the said E. Earl of B. and the Lady L. Countess of, &c. in hand paid by the said T. W. before the enfeoffing and delivery of these presents, whereof they do acknowledge the receipt, and thereof, and of every part and parcel thereof, do hereby clearly and absolutely acquit, exonerate, and

and discharge the said J. W. his Heirs, Executors, Administrators, and Assigns, and every of them, for ever by these presents: They the said W. Lord M. Sir F. G. and E. W. at and by the special direction and appointment of the said E.

Earl of B. and Lady L. Countess of B. Have *Grant.*

demised, granted, bargained, and sold, and by these presents do demise, grant, bargain, and sell unto the said J. W. his Executors, Administrators, and Assigns, all those Closes or Grounds hereafter particularly named, situate, lying, and being in the Hamlets, Parish, or Fields of *Busler* in the County of R. (that is to say) One Close of Pasture and Meadow-ground, commonly called or known by the name of *New Cow-Close*, containing by estimation 100 acres, now in the tenure or occupation of R. J. Gent. or his Assigns; one other Close of Pasture, called, &c. containing by estimation 170 acres at least, now in the tenure or occupation of *William Dalby*, or of his Assigns; two Closes of Pasture, &c. together with all and singular the ways, passages, profits, commodities, advantages, and appurtenances whatsoever to the said several Closes or Grounds, and every or any of them belonging, or in any wise appertaining, or with them or any of them, now or heretofore usually occupied, demised or enjoyed, or accepted, reputed, taken, or known for or as part or parcel of them, or any of them; and the reversion and reversions, remainder and remainders, rents and yearly profits whatsoever, of all and singular the said Closes and Premises before-mentioned, and of every of them. To have and to hold the said Closes, Fields, Grounds, Hereditaments, and all and singular other the Premises, with their and every of their appurtenances before by these presents demised, or mentioned to be hereby demised, granted, bargained, or sold, and every part and parcel thereof, unto the said J. W. his Executors, Administrators, and Assigns, from the, &c. day of, &c. next ensuing the date of these presents, unto the full end and term of 99 years, from thence next ensuing, and fully to be compleat and ended. Yielding, and paying therefore yearly unto the said W. Lord M. Sir F. G. and E. W. their Heirs and Assigns, one Pepper-corn only at the, &c. if the same be demanded. Provided always, and it is fully agreed between the said parties to these presents, and every of them, That if the said E. Earl of B. the Lady L. Countess of B. W. Lord M. Sir F. G. and E. W. or any of them, their or any of their Heirs, Executors, Administrators, and Assigns, or any of them, do and shall well and truly pay, or cause to be paid unto the said J. W. his Executors, Administrators, or Assigns, the sum of, &c. in or upon the, &c. at or in the, &c. between the hours of, &c.

That

That then this present demise, grant, bargain, and sale shall be utterly void; frustrate, and of none effect; any thing herein before contained to the contrary thereof in any wise notwithstanding. And that the said

For payment of the Money.

E. Earl of B. the Lady L. Countess of B. W. Lord M. Sir F. G. and E. W. or some of them,

their or some of their Heirs, Executors, Administrators, or Assigns, shall and will well and truly pay, or cause to be paid unto the said J. W. his Executors, Administrators, or Assigns, the said sum of &c. in or upon the &c. at or in the place aforesaid, and between the hours of, &c. according to the true intent and meaning of these presents. And further, That the said Close, Grounds, and other the Premises before, in and by these presents mentioned to be demised, granted, bargained and sold, now are and be, and so during the whole term of, &c. hereby granted, bargained, and sold, shall be, remain, and continue of

For the quiet enjoying of the premises, upon default.

the clear yearly value of &c. over and above all Charges and Reprizes. And moreover, if default be made in payment of the said sum of, &c. herein before in the said Proviso mentioned, or any part thereof, at the day, time, and place before-mentioned and limited for the payments thereof: That then the, said J. W. his Executors, Administrators, and Assigns, and every of them, shall and may from time to time, and at all times during the said term of, &c. peaceably and quietly have, hold, use, occupy, possess, and enjoy the said Grounds, Lands, Tenements, Hereditaments, and all other the premises herein before-mentioned to be demised, granted, bargained or sold, with all and singular their and every of their appurtenances, and every part thereof; without the let, suit, trouble, denial, disturbance, expulsion, or interruption of the said E. Earl of B. the Lady L. &c. W. Lord M. Sir F. G. and E. W. and of all and every other person or persons whatsoever, and discharged of and from all other Bargains, Sales, Gifts, Grants, Leases, Statutes, Recognizances, Extents, Judgments, and all Charges, Estates, Titles, Troubles, and Incumbrances whatsoever, had, made, committed, suffered, or done, or to be had, &c. by the said E. Earl of B. the Lady L. Countess of, &c. W. Lord M. Sir F. G. and E. W. or any of them,

For further assurance upon default.

or by any other person or persons whatsoever. And further, That if default be made in payment of the said sum of &c. or any part thereof, at the day, time, and place aforesaid, that then the said E. Earl of B. the Lady L. Countess of B. W. Lord M. Sir F. G. and E. W. their

Heirs,

Heirs, Executors, Administrators, and Assigns, and all and every other person or persons lawfully having, claiming, or pretending to have or claim any manner of Estate, Right, Title, Interest, Claim, or Demand whatsoever of, in, or to the said Closes, Grounds, Hereditaments, and Premises, or any part thereof, shall and will make, do, suffer, and execute, or cause and procure to be done, made, suffered, and executed, all and every such further lawful and reasonable act and acts, thing and things, device and devices in Law whatsoever, for the further, better, and more perfect assurance, surety, sure-making, and conveying of the said Closes, Grounds, and Premises, with the Appurtenances and every part thereof, unto the said J. W. his Executors, Administrators, and Assigns, during the said term of ninety and nine years, according to the intent and meaning of these presents, as by the said J. W. his Executors or Assigns, or by his or their Counsel learned in the Law, shall be reasonably devised, or advised and required. And the said W. Lord M. Sir F. G. and E. W. for themselves severally, and not jointly, nor one of them for each other, their several Heirs, Executors Administrators, and Assigns, and for every of them respectively, do covenant, promise, and grant to and with the said J. W. his Executors, Administrators, and Assigns, and every of them, by these presents, That if default of payment be made of the said sum of, &c. or any part thereof, at the day, time, and place aforesaid, that then the said J. W. his Executors Administrators, and Assigns, shall and may from time to time, and at all times during the said term of, &c. peaceably and quietly have, hold, possess, and enjoy the said Closes, Grounds, and other the premises before-mentioned to be hereby demised, granted, bargained, or sold, without the lawful let, suit, trouble, denial, disturbance, expulsion, eviction, or interruption of them the said W. Lord M. Sir F. G. and E. W. severally, their and every of their several and respective Heirs and Assigns, or any of them, or of any other person or persons lawfully claiming in, by, from, or under them, or any of them respectively, as aforesaid; and discharged and clearly acquitted of and from all former Bargains, Sales, Gifts, Grants, Statutes, Recognizances, Extents, Judgments, and of and from all other Charges, Estates, Titles, Troubles, and Incumbrances whatsoever had, made, committed, suffered, or done by the said W. Lord M. Sir F. G. and E. W. or any of them respectively, their or any of their several Heirs, Executors, Administrators, or Assigns, or any other person or persons, claiming or to claim in, by, from, or under them, or any of them severally and respectively, their or any of their several Estates, AS, Title, Means, Consent, or Procurement,

curement. In witness whereof, the parties first above-named to these present Indentures have interchangeably set their hands and seals. Given the day and year first above written, Annoq; Dom. 1634.

A Covenant that after the default of payment, the possession of Lands in Mortgage shall be delivered to the Mortgagee, and also all Deeds and Writings concerning the same.

AN D the said A. B. for himself &c. That he the said A. B. his Heirs and Assigns, shall and will upon reasonable request to him or them to be made, after default shall happen to be made of or in any of the payments aforesaid (if it shall happen so to fall out) deliver, or cause to be delivered unto the said C. B. his Heirs and Assigns, the quiet and peaceable possession and seizin of all and singular the before bargained premises. And shall thence also, after such default of payment within one month then next ensuing, deliver and cause to be delivered unto the said C. D. his Heirs and Assigns, as well all and singular the Letters patents, Deeds, Evidences, Writings, Escripts, and Minuments before by these presents bargained and sold; as also the true copies of all such other Deeds and Writings, as do touch and concern the before bargained premises, or any part thereof. Together with any other Lands, Tenements, and Hereditaments not before mentioned: The said Copies to be written at the cost of the said D. his Heirs and Assigns.

A Letter of Attorney upon Covenant.

TO all Christian people, &c. I O. B. of, &c. Son and Executor of A. B. &c. Whereas by one Indenture bearing date, &c. made between the said A. B. on the one part, and C. D. of, &c. on the other part, there are divers Covenants contained on the part and behalf of the said C. D. his Executors and Administrators, to be kept and observed, touching a Lease granted to the said A. B. by the Dean and Chapter of the Collegiate Church of, &c. of a certain Tenement lying in the Precincts of Saint Martins le grand in London; and covenanted to be transferred over by the said A. B. to the said C. D. as by the same Indenture, whereunto relation being had, more at large it may appear. Now know ye, that I the said O. B. for divers good causes and considerations me moving, and especially for that it appeareth by the said Indenture that the name of my said Father was used only in trust for the benefit of

E. D.

E. D. Wife of the said C.D. and their issue, Have made, ordained, constituted, and in my stead and place put and appointed my well-beloved friend E. H. of, &c. to be my true and lawful Attorney, for me, and in my stead and name, if need require, to sue, implead, and prosecute the said C.D. his Executors or Administrators, for or upon the breach or non performance of all or any the said Covenants in the said Indenture specified, and to have, receive, and take for the use of, &c. aforesaid, all such benefit, sum and sums of money, commodity and advantage whatsoever, which shall be recovered or gotten by means of any such suits, actions, or proceedings to be brought or commenced concerning the same; and all and other act and acts, thing and things whatsoever, which shall be needful to be done in and about the premises, the same for me, and in my stead and name, to do, execute, and perform, in such like large and ample manner and form, to all intents and purposes, as I may might, or could do, if I were there personally present. And whatsoever lawful actions, suits, process, and proceedings shall be hereafter commenced, sued, or prosecuted by the said E. D. or his Assigns, against the said C. D. his Executors or Administrators, touching the premises, I promise to allow, maintain, justify, and confirm by these presents, without releasing or discharging the said C. D. his Executors or Assigns of the Covenants aforesaid, or any of them, or of any suit, process, or proceedings thereupon to be brought or commenced. In witness, &c.

An Assignment, with a Proviso to have the Lease again upon payment of a sum of money.

THis Indenture made, &c. between G. B. of, &c. of the one part, and W. H. of, &c. of the other part. Whereas one C. G. and his Wife, by their Deed indented, bearing date, &c. for the consideration in the said Deed indented expressed, did demise, grant, and to farm let unto the said G. B. all that the moiety and half-deal of the Mannor of D. with the appurtenances, set, lying and being in, &c. and the moiety and half-deal of all their Messuages, Dove-houses, Edifices, Buildings, Lands, Tenements, Rents, Reversions, Services, Mills, Meadows, Leasows, Pastures, Woods, Underwoods, Commons, Heaths, Profits, Commodities, and Hereditaments to the said Mannor of, &c. belonging, set, lying, and being within the Town, Fields, Parishes, and Hamlets of C.N.D. within the said County of G. or accepted, reputed, or taken, &c. To have and to hold, &c. with divers Covenants, Articles, Agreements, & Reservations in the said Indenture

ture contained, as by the said Indenture, &c. Now this Indenture witnesseth, That the said G. B. for divers and sundry, &c. hath given, granted, alienated, assigned, and set over, and by these presents doth, &c. as well the said moiety, &c. as also all the estate, right, title, use, interest, possession, claim, and demand whatsoever of the said G. B. had and made, as is aforesaid. To have and to hold the said moiety and half-deal of the said Mannor of D. with the appurtenances, and all the estate, right, title, use, interest, claim, possession, and demand whatsoever of the said G. B. &c. Provided nevertheless, and it is agreed between the said parties to these presents, That if the said G. B. his Heirs, Executors, or Assigns, or any of them, do at any time hereafter pay and deliver, or cause to be paid and delivered unto the said W. H. his Executors or Assigns, or any of them, the sum of, &c. of lawful mony of England, at one intire payment, at or in the Church-porch of the Parish-Church of C. aforesaid, within the said County of G. at or in the place where the said Parish-Church now standeth, that then & from thenceforth, as well this present Grant & Assignment, and every Clause, Article, and Sentence herein contained, to be utterly void, frustrate, and of none effect: as also that then and from thenceforth the said moiety of the said Mannor of D. and all other the premises whatsoever, with their appurtenances, and every part and parcel thereof by these presents assigned, and set over unto the said W. H. shall come and be to the said G. B. his Executors and Assigns, for and during all the number of years that shall (at the time of the payment to be had and made in manner and form aforesaid) be then to come and unexpired of the said term of, &c. years granted unto the said G. B. his Executors, and Assigns, as is aforesaid; as though this present Indenture of Assignment of the premises had not been had or made. In witness, &c.

A Revoking of a pretended Contract of Matrimony.

L Et all men know and take notice by these presents, That we F. D. of S. and J. H. of, &c. being desirous to have matters cleared between us concerning such proceedings as have been about Treaty of Marriage between us; and that we both, notwithstanding any pretence of Contract between us, may hereby declare and manifest to all people, that there was no absolute Contract or Engagement between us at any time for marriage of each other, but that we are free one from the other in that kind, and may each of us freely marry with others: We do therefore freely, and without any compulsion, declare,

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manifest, and make known unto all people, that we the said F. D. and J. H. were never absolutely contracted together in any Contract of Matrimony, neither did we nor any of us profess or declare that we would marry each other, unless, &c. (our friends, &c.) we do therefore hold our selves no ways to be tied or obliged each to other in any manner of Contract of Matrimony, or for marriage each of other; and therefore we do hereby freely and absolutely release and discharge each other of and from all and all manner of Contracts of or for marriage heretofore had or pretended to be had or made between us; and we do hereby freely and fully release, acquit, and discharge each other of us, of and from all manner of Actions, Suits, or Claims prosecuted, or which may be begun or prosecuted in any Court Ecclesiastical or Civil, concerning the premises. And in testimony of our free and full consent herein, we the said F. D. and J. H. have hereunto subscribed our names, the day of, &c.

An Assignment of Lands taken upon an Extent.

THis Indenture made the, &c. between T. H. of, &c. and W. W. of, &c. of the one party, and J. B. of, &c. of the other party. Whereas the said T. H. lately recovered by Judgment in his Majesties Court of Kings-bench, the sum of, &c. against T. C. of B. &c. and thereupon the said T. H. in Michaelmas-Term last, did take and sue forth Execution by Writ of *Elegit* directed to the then Sheriff of the said County of W. Whereupon by Inquisition, and by the Jurors then and there sworn, taken by the said Sheriff at the City of, &c. the day of, &c. amongst other things it was found, That the said T. C. at the time of the said Inquisition, was possessed for and during the term of, &c. years then to come, of and in one Messuage or Tenement, and divers parcels of Land, Meadow, and Pasture to the said Messuage or Tenement belonging or appertaining in C. in the said Parish of, &c. as his proper Goods; which said term and interest of the said T. C. of or in the said Messuage or Tenement, the Jury at the time of the said Inquisition did apprise and value at, &c. pounds; which said term of years the said Sheriff the day of the same Inquisition did deliver to the said T. H. at the price and apprizance aforesaid; To hold unto the said T. H. and his Assigns, as his proper Goods and Chattels, according to the form of the Statute in that behalf made, and as parcel of the same debt and damages of the said T. H. recorded as aforesaid. And the said Jurors also found, that the said T. C. was at the time of the said Inquisition, seized in

his demesne, as of Fee, of and in one Messuage, and diverse parcels of Land, Meadow and Pasture to the said Tenement belonging or appertaining, lying and being in B. &c. found by particular names and quantities, and then valued by the said Jurors to be worth, &c. yearly; the moiety of which said Messuages and Premises in B. by particular names and quantities, the said Sheriff did then also deliver unto the said T. H. at the rate and apprizement aforesaid: To hold to the said T. H. and his Assigns, as his Free-hold, according to the form of a Statute made on that behalf, until the residue of the said debt, of &c. should be thereby fully levied, as by the said Inquisition more particularly and at large it doth and may appear. Which said debt so recovered by the said T. H. and the said Execution thereupon, was nevertheless in trust for the said W. W. party to these presents, and was the proper mony of the said W. W. assigned to him the said T. H. as part of the Marriage-portion of, &c. Now witnesseth these presents, That the said W. W. and T. H. as well for and in consideration of the sum of, &c. paid unto the said W. W. as also for divers good causes and considerations them thereunto moving, Have granted, assigned, and set over, and by these presents do grant, assign, and set over unto the said J. B. all that the said Messuage or Tenement, Lands and premises in C. aforesaid; and all the estate, interest, title, and term of years yet to come, which the said W. and T. H. hath, or either of them hath, or have, or might have of, in, or unto the said Messuage, Tenement, Lands, and Premises, and every or any part thereof, by the said Extent or Inquisition aforesaid, or otherwise; and also all that the moiety or half-deal or part of the said Messuage or Tenement, Lands and Premises in B. aforesaid, and all the Estate and Interest which he the said W. W. and T. or either of them, have, hath, or might claim of, in, or unto the said Messuage, Lands and Premises in B. or any part or parcel thereof, in as large, ample, and beneficial manner, to all intents and purposes, as the said W. W. or T. H. or either of them have, hath, or might hold, claim, or enjoy the same, &c. And the said W. W. and T. H. do severally, and not jointly, each one for himself, his Executors and Administrators, covenant, promise, and agree to and with the said J. B. his Executors, &c. That he the said J. B. his, &c. shall and may from henceforth quietly hold, occupy, and enjoy all and singular the premises, and every part thereof, free from any former Grants, Charges, Assignment, and Incumbrances of the premises, or any part thereof, made by the said W. &c. or any claiming from, &c. And the said J. B. doth likewise by these presents, for himself, his Executors, &c. cov-

nant, promise, and agree to and with the said W. &c. That he the said J. B. his Executors, &c. shall and will have, defend, and keep harmless the said W. W. and T. H. their Executors, &c. of and from all manner of suits, troubles, charges, expences, and sums of money, which the said W. &c. shall be from henceforth at, put unto, sustain, disburse or undergo, for or by reason, of the said Extent, or any matter or thing therein contained or that might come to happen to the said W. &c. for or by reason of the estate which they or either of them had by Extent aforesaid, or any the premises hereby assigned, or by any occasion or reason rising or growing therefrom, or by occasion thereof. In witness, &c.

A Charter-party for a Ships Voyage.

THis Charter-party indented, made the, &c. in the, &c. between L. K. Master of a Ship or Bark called *The Flower-de-luce* of P. in the County of D. of the Burthen of One hundred Tuns or thereabouts, of the one part, and C. W. and B. S. Merchants of, &c. witnesseth, That the said Master hath demised, granted, and to freight letten, and by these presents doth demise, grant, and to freight let unto the said Merchants, their Factors and Assigns, all that the said Ship or Bark, with her Tackling, Appurtenances, and her apparel thereunto belonging or appertaining, for and during one whole Voyage with the same Ship, to be done and made in manner and form following: (that is to say) The said Master covenanteth, granteth, and agreeth, to and with the said Merchants, and every of them, That the said Ship or Bark, named *The Flower-de-luce*, now being pressed and ready within the Port of the said Town of S. shall with the first good wind and apt weather (as God shall send) next after the date hereof, make sail and sails from thence directly towards and unto the Key of the City of *Ros*, under the Dominion of the French King, and there to carry and abide by the space of, &c. days current: During the which space, the said Master covenanteth there to receive into the said Ship Wares and other Merchandize, such as it shall then best please the said Merchants, their Factors or Assigns, there to load to a compleat and full loading of the said Ship. And the said Merchants, and every of them, covenant to and with the said Master, to load, or cause to be loaden there within the said space, Wares, and such other Merchaddizes, as it shall then best please the said Merchants, or their Factors, for their most profit, to the compleat and

full loading of the Ship, as is aforesaid. And moreover the said Master covenanteth, concordeth, bargaineth, and agreeth to and with the said Merchants, and every of them, That the said Ship with her said loading laden in her within the said place, shall with the first good wind and weather (as God shall send) next after the said, &c. days be come and past, make sail and sails from thence directly towards and unto the said Port of the said Town of S. where the said Ship shall with convenient speed, after her there arrival, be discharged of her said loading of Wares and other Merchandize laden in her, as aforesaid; and the same out of the said Ship there so discharged, shall be delivered unto the said Merchants, or the Owners thereof, as safely and well-conditioned, (God sending the said Ship in safety.) And the said Merchants, and every of them, covenant to and with the said Master, then and there to receive the said Loading laden in her as aforesaid; and at the right discharge thereof, to pay or cause to be paid to the said Master or his Assigns, the sum of, &c. and also to pay during the said Voyage, Windage, Groundage, Pilotage, and Loadmanage, and all other Arrearages, as in *English* Ships are accustomed. And the said Master covenanteth, That the said Ship is; and during the said Voyage shall be stiff, strong, and stanch, well and sufficiently victualled, rigged, and apparelled, with sufficient Mariners for the safe conducting of the said Ship, and keeping of the Merchants Goods during the said Voyage. In witness, &c.

A Mortgage of Lands upon Money, &c.

THis Indenture made the, &c. between T. A. of, &c. of the one part, and T. M. Vintner and Citizen of London, of the other part, witnesseth, That the said T. A. for and in consideration of the sum of, &c. of lawful money of England, in hand paid unto him the said T. A. by the said T. M. at and before the enfealing and delivery of these presents; the receipt whereof the said T. A. doth hereby acknowledge, and thereof, and of every part thereof, doth hereby also clearly acquit and discharge the said T. M. his Heirs and Assigns: And for divers other good causes and considerations him the said T. A. thereunto moving, Hath demised, granted, bargained, and to farm letten, and by these presents doth, &c. unto the said T. M. his Executors, Administrators, and Assigns, all those three several Pastures of grounds lying in S. within the parts of *Holland* in the County of L. containing by estimation, &c. be they more or less, now or late in the tenure or occupation of one J. B. his Assignes

Assignee or Assignees. To have and to hold the said three Pastures, and every part and parcel thereof, with their and every of their appurtenances, unto him the said T. M. his Executors and Assigns from the Feast of, &c. now next ensuing the date of these presents, for, during, and until the full end and term of 99 years from thence next ensuing, and fully to be computed, compleat, and ended. Yielding and paying therefore yearly, during the said term, unto the said T. A. his Heirs, Executors, Administrators, or Assigns, one Pepper-corn, if it be lawfully demanded, at or on the Feast-day of S. Michael the Archangel. And it is hereby concluded and agreed by and between the said parties to these presents, and the said T. A. doth for himself, and A. his Wife, their Heirs, Executors, &c. covenant, promise, and agree to and with the said T. M. his Executors, Administrators, and Assigns, That it shall and may be lawful to and for the said T. M. his Executors, Administrators and Assigns, quietly and peaceably to have, hold, occupy, possess, and enjoy all and singular the said three Pastures or grounds and premises, with their and every of their appurtenances, from time to time, and at all times hereafter during the said term, without the lawful let and interruption of him the said T. A. and A. his Wife, their and either of their Heirs, Executors, or Assigns, or of any other person or persons whatsoever, lawfully claiming from, by, or under them, or either of them; and also freed and discharged of and from all and all manner of former Bargains, Sales, Gifts, Grants Judgments, Executions, and other charges of Incumbrances whatsoever, had, made, done, or suffered by them, or either of them. Provided always, and it is nevertheless agreed and concluded by and between the said parties to these presents, and it is the true intent and meaning thereof, That if the said T. M. his Executors, Administrators, &c. or either of them, shall well and truly pay, or cause to be paid unto the said T. A. his Executors, Administrators, and Assigns, the full and entire sum of, &c. of lawful money of England, on the day of, &c. next ensuing the date of these presents, at or in, &c. That then this present Indenture, Demise, and Grant, and every Clause and Article therein contained, shall cease, determine, be void, and of none effect; any thing in these presents contained to the contrary thereof, in any wise notwithstanding. In witness, &c.

An Indenture of Bargain and Sale of a Mannor, with necessary Covenants.

THis Indenture made the, &c. between J.VV. of, &c. on the one part, and R.D. of, &c. and B. his Wife, on the other part, witnesseth, &c. Hath granted, aliened, bargained, and sold, and by these presents doth grant, alien, bargain, and sell unto the said R. D. and B. his Wife, their Heirs and Assigns, all that the Mannor of, &c. with the Appurtenances in the County of Essex; and all the Lands, Tenements, and Hereditaments; with the Appurtenances whatsoever, by what name or names soever the same, or any of them, be known or called, now in the tenure or occupation of W.E. or his Assigns: together with all and singular the Lands, Tenements, Profits, Commondities, and Hereditaments to the said Mannor of H. belonging, or in any wise appertaining, or with the same at any time heretofore demised, used, or occupied, or reputed, taken, occupied, or known, as any part, parcel, or member thereof; and all other his Messuages, Lands, Tenements, and Hereditaments whatsoever lying and being in the Parish of, &c. or in any of them in the said County of E. and all and singular the Reversion and Reversions, Remainder and Remainders of them, and every of them, and all Rents reserved upon any Demise or Lease of them, or any part of them; and also all the estate, right, title, or interest, use, possession, claim, and demand whatsoever which he the said J. W. now hath, may, might, should, or in any wise ought to have of, in, and to all and singular the said bargained Premises, or any part thereof; together with all and singular Evidences, Deeds, Escripts, Charters, Writings, Court-Rolls, Books of Survey, and Minuments whatsoever concerning the same, as be now in the hands, custody, and possession of the said J. W. or in the hands, custody, and possession of any other person or persons whatsoever, to his use, by his delivery, or which he may lawfully get or come by, without suit in Law. And the said J. W. doth covenant, promise, and grant for himself, his Heirs, Executors, and Administrators, and for every of them, to and with the said R. D. and B. his Wife, their Heirs, and Assigns, upon reasonable request, to deliver or cause to be delivered unto the said R.D. and B. or either of them, their or either of their Heirs or Assigns, at or before the Feast-day of Saint Michael the Archangel next ensuing the date of these presents, true Copies of all such Evidences and Writings as concern the said Lands, together with any other Lands of the said J. W. to be written at the costs and charges of the said R. and B. or either of them, their Heirs

or Assigns. To Have and to Hold all and singular their said Mannor of H. Lands, Tenements, and all other the aforesaid premises, and all and singular their Appurtenances, before in and by these presents bargained and sold, and every part and parcel thereof, unto the said R. D. and B. his Wife, their Heirs, and Assigns, for ever. And the said J. W. for himself, his Heirs, Executors, and Administrators, doth covenant and grant to and with the said R. D. and B. his Wife, their Heirs, and Assigns, by these presents, in manner and form following: *That he is* (that is to say) That he the said J. W. at the time of the enfealing and delivery of these presents, is, and standeth lawfully & sufficiently seized of such a good, perfect, lawful, and absolute, and indefeasible Estate of inheritance in Fee-simple, or Fee-tail, and no Reversion or Remainder thereof in the Kings Majesty, and to his and their own use and uses, without any manner of condition or limitation of any other use or uses, to alter, change, or determine the same Estate of and in the said Mannor, Lands, Tenements, and Hereditaments, and all other the aforesaid Premises, before in and by these presents mentioned or intended to be granted, aliened, bargained, and sold, as he the said J. W. can and may lawfully and sufficiently grant, convey, and assure all and singular the said Mannor of H. Lands, Tenements, and Hereditaments, and all other the aforesaid premises, with all and singular the appurtenances, unto the said R. B. his Heirs and Assigns for ever, according to the true intent and meaning of these presents. And also the said J. W. for himself, &c. doth covenant, promise and grant to and with the said R. D. and B. his Wife, and either of them, their and either of their Heirs and Assigns by these presents, That all and singular the said Mannor of H. Lands, Tenements, and all other the aforesaid premises, with the appurtenances before in and by these presents granted, aliened, bargained, and sold, and every part and parcel thereof, at the time of enfealing and delivery of these presents, are and be, and at all times hereafter shall be, remain, and continue clearly acquitted, exonerated, and discharged, or otherwise upon request sufficiently saved and kept harmless, of and from all and all manner of former Bargains, Sales, Gifts, Grants, Leases, Rents, Charges, and Arrearages of Rents, Duties, Taxes, Troubles, and Incumbrances whatsoever, had, made, committed, suffered, or done, or to be had, made, &c. by the said J. W. his Heirs or Assigns,

Assigns, or by any other person or persons whatsoever, by his or their means, acts, titles, consents, and procurements; except one Lease, &c. And also that they the said R.D. and B. his Wife, and either of them, their and either of their Heirs and Assigns, and every of them, shall and may at all times hereafter, and from time to time for ever, according to the true intent and meaning of these presents, peaceably, lawfully, and quietly have, hold, use, occupy, possess, and enjoy all and singular the said Mannor of A. Lands, Tenements, and all other before-bargained premises, with all and singular their appurtenances before in and by these presents mentioned to be granted, aliened, bargained, and sold, and every part and parcel thereof, without any manner of lawful let, suit, trouble, eviction, or disturbance of the said J. W. or his Assigns, or of any other person or persons whatsoever, claiming or lawfully having, or which shall hereafter have any manner of Estate, Right, Title, Charge, or Interest of, in, or to the said Mannor, and all other the premises, or of, in, or to any part or parcel thereof, by, from, or under the said J.W. his Heirs, and Assigns, (all such persons as do claim by force of the Lease before excepted, only excepted.) And furthermore, that the said Mannor of H. and all other the aforesaid premises, or any part or parcel thereof, are not holden of his Majesty *in capite*, whereby any License of Alienation shall be needful to be had or sued forth, for the bargain, sale, conveying, and assuring of the said Mannor, and other the premises, unto the said R. D. and B. their Heirs and Assigns: Nor that the said R. D. his Heirs or Assigns, shall at any time or times hereafter be Ward or Wards unto our said Sovereign Lord the Kings Majesty, his Heirs and Successours, for or in respect of the said Mannor of, &c. and all other the premises, or any part or parcel thereof.

And also the said J. W. for himself, his Heirs, Executors, and Administrators, doth covenant
Covenant for further assurance. &c. That the said J.W. and M. now his Wife and the Heirs and Assigns of the said L. and all and every other person and persons whatsoever, now

having or lawfully claiming, or which shall hereafter rightfully claim any manner of Estate, Right, Title, or Interest of, in, and to the said Mannor, and all other the said premises, or any part or parcel thereof, by, from, or under the said J.W. his Heirs and Assigns, (except such person or persons as shall claim by force of Lease, before excepted) shall and will at all times hereafter, for and during the term of three years next ensuing the day of the date of these presents, do, make, acknowledge, execute, and suffer or cause to be made, done, acknowledged, executed, and

and suffered all and every such further lawful act and acts, thing and things, device and device, conveyances and assurances in the Law whatsoever, with warranty against him the said J. W. and his Heirs, for the further and more assurance and sure-making of the said Mannors, Lands, Tenements, and of all and singular other the premises, with the appurtenances, and every part and parcel hereof, to be had and made sure unto the said R. D. and B. their Heirs and Assigns for ever absolutely, without any manner of condition or other limitation; be it fine or fines with proclamation, with warranty against him the said J. W. his Heirs and Assigns, recovery with double and single Voucher or Vouchers, Deed or Deeds enrolled, the Enrolment of this present Feoffment, with warranty against him the said J. W. his Heirs or Assigns, release with confirmation with the like warranty, or without warranty, or by any, or as many of the devices, ways, and means aforesaid, as by the said R. D. and B. or either of them, their Heirs or Assigns, or by their or any of their Counsel learned in the Law, shall be reasonably devised, or advised and required, at the only costs and charges of the said R. D. and B. their Heirs and Assigns, so that the said J. nor M. his Wife, be not compelled to travel from his or their homes, or usual places of abode, further than the Cities of London and Westminster, about

the same Assurances. And moreover she *If the Buyer be*
 said J. W. for himself, his Heirs, Execu- *lawfully evicted,*
 tors, and Administrators, doth covenant, *within 12 years,*
 promise, and grant to and with the said R. D. *the Seller to pay*
 and B. and either of them, and to and with *5 l. an Ance.*
 the Heirs, and Assigns of either and every

of them by these presents, in manner and form following: (that is to say) That if it shall happen at any time within twelve years next after the date hereof, the said R. D. and B. and either of them, their or either of their Heirs or Assigns, to be lawfully evicted of or from the said Mannor, or any of the Lands, Tenements, and other the aforesaid premises, without any fraud or covin of the said R. D. and B. or either of them, their Heirs or Assigns, by reason of any right, title, estate, or interest to be had or made by R. W. the Grandfather, or J. W. the Father of the said J. or the said J. or by any other person or persons claiming in, by, or under their or any of their estates, titles, or interests: That then he the said J. his Heirs, Executors, or Administrators, or some of them, shall and will within six months next after such eviction so to be had of the said Mannor, or of any other the premises, or any part or parcel thereof, upon reasonable request to be made at or in the

the, &c. well and truly pay, or cause to be paid unto the said R. D. and B. their Heirs and Assigns, for every acre five pound, and so after that rate and rate like, and that without fraud, covin, or further delay. In witness, &c.

An Indenture to lead the use of a Fine.

THis Indenture made the, &c. between F.G. of, &c. of the one part, and R.W. of, &c. of the other part. Whereas it is consensual unto, and agreed between the said F.G. his Heirs, &c. and the said R. W. his Heirs, &c. that the said F.G. his Heirs shall from time to time, during two years next ensuing the date of these Indentures, do, cause, suffer and make such assurance of his Mannors of M. and S. in the County of D. and the Advowson of the Church of A. and of all his Lands, Tenements, Rents, Reversions, Services, and Hereditaments whatsoever in M. and D. in the County of D. in such manner and form as by the said R. W. his Heirs and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised, or required, at the costs and charges of the said R. W. Now witnesseth this Indenture, That the said R. W. hath devised that the said F. G. at the Term of *St. Hilary* next ensuing the date above-written shall levy and acknowledge one Fine, &c. of the said Mannors, Lands, Tenements, Advowsons, and all other the premises, to the said R. W. and his Heirs, in due form of Law : which Fine so to be had, levied, and executed, touching and concerning the said Mannor of M. &c. and all the Lands, Tenements, Meadows, Leasows, Pastures, and Hereditaments, with the Appurtenances to the said Mannor of M. &c. belonging, to the said F. G. for himself and his Heirs, doth covenant and grant to and with the said R. W. by these presents, shall stand and be to the use of the said F. G. during his life, without impeachment of waste; and after his decease, to the use of the said R. W. and D. his Wife, and of the Heirs of the said R. on the body of the said D. lawfully begotten; and for default of such issue, to the right Heirs of the said R. W. for ever. And which Fine to be levied and executed, touching and concerning all the residue of the premises, the said F. G. for him and his Heirs, doth covenant and grant to and with R. W. by these presents, That the said Fine shall stand and be to the use of the said F. G. and J. now his Wife, and the Heirs of the said F. upon the body of the said J. begotten. And for default of such issue then to the use of the said R. W. and D. and of the Heirs, of the body of the said R. and D. between them lawfully begotten; and for default of such issue, then to the right Heirs of the said R. W. for ever. In witness, &c.

An Indenture of Demise of divers Lands, &c. in consideration of a sum of money, paying a Pepper-corn yearly.

THis Indenture made the third day of May, 1649. &c. between Sir T. B. of D. in the County of &c. Knight and Baronet, and M. H. of D. aforesaid, Gentleman, servant to the said Sir T. B. of the one part; and Sir W. T. of C. in the County of N. Knight, of the other part, witnesseth, That the said Sir T. B. and M. H. as well for and in consideration of the sum of, &c. of lawful money of England to them in hand paid before the enfealing and delivery hereof, by the said Sir W. T. whereof and wherewith the said Sir T. B. doth acknowledge himself satisfied; contented, and paid, and thereon, and of every part and parcel thereof, doth acquit and discharge the said Sir W. T. his Heirs, Executors, and Administrators, and every of them, by these presents, as also for divers other good causes and considerations them hereunto moving, Have demised, granted, and to farm letten, and by these presents do demise grant, and to farm let unto the said Sir W. T. his Executors, Administrators and Assigns, all those several Closes or parcels of Land, Meadow, Pasture, and Arable, called or known by their several names following: (that is to say) One Close or parcel of Ground called D. containing by estimation, &c. Acres; be the same more or less; and one other Close or parcel of Land called E. containing by estimation, &c. Acres be the same more or less, and one Close or parcel of Land, &c. called C. containing by estimation, &c. Acres, be the same more or less, &c. All and singular which said Closes and parcels of Lands, are situate, lying, and being within the Fields, Parishes, Precincts, and Territories of H. *alias* H. in the County of L. and are part or parcel, or reputed and taken to be part or parcel of the Mannor of H. *alias* H. aforesaid. And also all and singular Messuages, Tenements, Buildings, Orchards, Gardens, Commons, Common of Pasture, Waters, Fishing, Woods, Underwoods, Trees, Bushes, Fences, Free-boards, Ways, Easements, and all other Rights, Jurisdictions, Privileges, Franchises, Liberties, Profits, Conditions, Emoluments, and Hereditaments whatsoever, growing, arising, being, coming, or issuing in, upon, or out of the premises, and every part and parcel thereof, or to the same or any part thereof belonging or appertaining. To have and to hold all and singular the said Closes and parcels of Land, and all and singular the premises, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, unto the said

said Sir W. T. his Executors, Administrators, and Assigns, from the first day of *May* last past before the date hereof, unto the full end and term of One thousand years from thence next immediately ensuing, and fully to be compleat and ended. Yielding and paying therefore yearly, during the said term unto the said Sir T. B. his Heirs or Assigns, one Pepper-corn, at the Feast of *St. Michael* the Archangel only, if the same be lawfully demanded. And the said Sir T. B. and M. H. for them, their Heirs and Assigns, do jointly and severally covenant, grant, and agree to and with the said Sir W. T. his Executors, Administrators, and Assigns, and every of them, by these presents, That the said Sir W. T. his Executors, Administrators, and Assigns, shall and may lawfully, peaceably, and quietly have, hold, occupy, possess, and enjoy all and singular the premises before by these presents demised, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, without the lawful let, suit, trouble, eviction, expulsion, interruption, or demand of or by the said Sir T. B. and M. H. or the Heirs or Assigns of either of them, or of or by any other person or persons lawfully claiming from, by, or under them, or any of them, or their, or any of their uses; or by, from, or under their, or any of their title, estate, means, or procurement; as also acquitted and discharged, or within convenient time after reasonable request thereof to be made, well and sufficiently saved and kept harmless of and from all and all manner of former or other Bargains, Sales, Estates, former Leases, Titles, Dowers, Rights, Titles of Dowers, Joyntures, Uses, Entails, Wills, Rent-charges, Rent-services, Arrearages of Rents, Statutes, Recognizances, Judgments, Executions, Titles, Troubles, Charges, and Demands whatsoever, had, made done, committed, or willingly and wittingly suffered by the said Sir T. B. and M. H. their Heirs and Assigns, or any of them, or of or by any other person or persons whatsoever, lawfully claiming by, from, or under them, or any of them, or to their or any of their uses, or by their or any of their titles, estates, means, or procurement. In witness whereof, the parties first above-named to these present Indentures have interchangeably set their hands and seals the day and year first above-written.

An Indenture of Re-demise of the former demised Premises to the same parties, reserving the Rent of 250 l. with a Proviso, that the same shall cease upon the payment of the sum of money in the former Demise specified.

This Indenture made the 8th. day of Dec. between Sir W. T. of G. in the County of N. Knight, of the one part, and Sir T. B. of D. in the County of N. Knight and Baronet, and M. H. of D. aforesaid, in the said County of N. Gentleman, Servant of the said Sir T. B. of the other part, witnesseth, That the said Sir W. T. as well for and in consideration of the yearly Rent hereunder reserved, well and truly to be contented and paid in manner and form hereunder expressed, as also for divers other good considerations him at this present thereunto especially moving, Hath demised, granted, and to farm letten, and by these presents doth demise, grant, and to farm let unto the said Sir T. B. and M. H. and the Executors, Administrators, and Assigns of the said Sir T. B. all those several Closes or parcels of Lands, Meadows, Pastures, and Arable, called or known by the several names following; (that is to say) One Close or parcel of ground called D. containing by estimation, &c. Acres, be the same more or less. *(And so given as in the Demise.)* All and singular which said Closes and parcels of Lands, are situate, lying and being within the Fields, Parishes, Precincts, and Territories of H. alias H. in the County of L. and are part and parcel, or reputed and taken to be part and parcel of the Manor of H. alias H. aforesaid, and also all and singular Messuages, Tenements, Buildings, Orchards, Gardens, Common, Common of Pasture, Waters, Fishings, Woods, Underwoods, Trees, Bushes, Fences, Free boards, Ways, Easements, and all other Rights, Jurisdictions, Privileges, Franchises, Liberties, Profits, Commodities, Emoluments, and Hereditaments whatsoever, growing, being, arising, coming, or issuing in, upon, or out of the premises, and every part and parcel thereof, or to the same or any part thereof belonging. To have and to hold all and singular the said Closes and parcels of Land, and all and singular the Premises, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, unto the said Sir T. B. and M. H. and the Executors, Administrators, and Assigns of the said Sir T. B. from the first of May last past before the date hereof, until the full end and term of Nine hundred ninety and nine years from thence next and immediately ensuing, and fully to be compleat and ended. Yielding and paying there-

fore yearly, during the said term, unto the said Sir W. T. his Executors, Administrators, and Assigns, at or in the South-porch of the Parish Church of D. aforesaid, the sum of Two hundred and fifty pounds of currant English money, at two usual Feasts or terms of the year; that is to say, at the Feast of Philip and Jacob, and All-Saints, by even and equal portions. And if it shall happen the said yearly rent of, &c. or any part or parcel thereof, to be behind and unpaid after either of the aforesaid Feast-days of payment, in which the same ought to be paid, by the space of fifteen days, that then, and from thenceforth, it shall and may be lawful to and for the said W. T. his Executors, Administrators, and Assigns, and every of them, in all and singular the said Closes and parcelsof Land and all and singular the Premises, and every part and parcel thereof, with their and every of their Appurtenances, wholly to re-enter, re-possess, re-enjoy, have again, and detain, as in his and their former estate; this Indenture, or any thing therein contained to the contrary thereof, in any wise notwithstanding. Provided always, and it is covenanted, granted, and agreed, by and betwixt all the parties in these presents, That if the said Sir T. B. his Executors, Administrators, and Assigns, upon half a years warning thereof, by writing under his or their hands before-hand to be given by the said Sir T. B. his Executors, Administrators, or Assigns, unto the said Sir W. T. his Executors, Administrators, or Assigns, shall and will, at or on the first day of May, or the Feast of All-Saints, during the said term in and hereby demised, at or in the place aforesaid, pay, or cause to be paid unto the said Sir W. T. his Executors, Administrators, or Assigns, at one whole and entire payment, the sum of Five hundred pounds of currant English money, over and besides the said Rent above-referred, at such day or days as before in these presents are limited and appointed, to and for the payment of the said Rent before-referred; that then from and after such payment or payments of every the said sum or sums of Five hundred pounds, as aforesaid, endorsed upon both parts of these Indentures, and subscribed by the said Sir W. T. his Executors, Administrators, or Assigns, for every Five hundred pounds that shall be paid, as aforesaid, the full and entire sum of Fifty pounds of the said Two hundred and Fifty pounds Rent reserved, as aforesaid, shall cease and be determined; the said Reversion, or any thing in these Indentures contained to the contrary thereof, in any wise notwithstanding. And the said Sir W. T. for him, his Executors, Administrators and Assigns, doth covenant, grant, and agree

to and with the said Sir T. B. and M.H. their Executors, Administrators, or Assigns, and to and with every of them by these presents, That he the said Sir W. T. his Executors, Administrators, or Assigns, shall and will within six months next after the payment of the sum of two thousand five hundred pounds, by such payment or payments of five hundred pounds, as aforesaid, deliver, or cause to be delivered up unto the said Sir T. B. and the said M.H. their Executors, Administrators, and Assigns or one of them, one Indenture of Demise made from the said Sir T. B. and M. H. unto the said Sir W. T. of all and singular the premises herein before demised, as aforesaid, bearing date the third day of May, in the year of &c. In witness whereof the parties above-mentioned, &c.

A Lease of a House in London.

THis Indenture made the, &c. between R. R. Citizen, and, &c. on the one part, and N. D. Citizen and, &c. on the other part, witnesseth, That the said R. R. for divers good causes and valuable considerations him hereunto especially moving, Hath demised, granted, betaken, and to farm-letten, and by these presents doth demise, grant, betake, and to farm let unto the said N.D. all that the said Messuage or Tenement, with the appurtenances, lying and being in or near Fleet street, in the Parish of St. Dunstons in the West, London, between the Messuage or Tenement there-called the F. now in the occupation of P.G. Merchant-Taylor, or his Assignees, on the East-side. and the Messuage or Tenement now in the tenure or occupation of one A. M. Widow, on the West side, and abutting upon the Garden adjoining to the Temple-Church towards the South, and upon the High-street towards the North; together with all and singular Shops, Cellars, Sollers, Chambers, Rooms, Ways, Entries, Yards, Backsides, Houses, Buildings, Gutters, Water-courses, Easements, Profits, Commodities, and Appurtenances whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining; and also all manner of Wainscot, Glass-windows, Doors and Locks, in and upon the same Messuage or Tenement; and other the premises before-mentioned to be demised belonging; which said Messuage, and all and singular other the demised premises, are now in the tenure or occupation of the said N.D. To have and to hold the said Messuage, Tenement, Shops, Cellars, Sollers, &c. and all other the aforesaid premises with all and singular their appurtenances, before in and by these presents demised, and every part and parcel thereof, unto the said N.D.

his Executors, Administrators, and Assigns, from the Feast-day of, &c. unto the full end and term of, &c. years from thence next ensuing, and fully to be complear and ended. Yielding and paying therefore yearly, during the said term, unto the said R.R. his Heirs and Assigns, the sum of, &c. at four of the most usual Feasts or Terms of payment in the year; (that is to say) at the Feast of, &c. by even and equal portions; And if it shall happen the said yearly Rent of, &c. to be behind or unpaid, in part or in all, by the space of, &c. next over or alter any of the said Feasts or days of payment, in which the same ought to be paid as aforesaid, being lawfully demanded, That then and from thenceforth, and at all times afterwards, it shall and may be lawful to and for the said R. R. his Heirs and Assigns, and every of them, into the said Messuage or Tenement, and all other the aforesaid premisses, with all and singular their appurtenances before by these presents demised, or mentioned to be demised, and into every part and parcel thereof wholly to re-enter, and the same to have again, retain, enjoy, and re-possess, as in his and their first and former Estate or Estates; and the said N. D. his Executors, Administrators, and Assigns, and all other the occupiers and possessors thereof, thereof, and from thence utterly to expel, put out, and amove; any thing herein before specified to the contrary in any wise notwithstanding. And the said

A Covenant to lay out the sum of, &c. on repair and new building the premisses, within three years after the date.

N.D. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise, and grant to and with the said R. R. his Executors, Administrators, and Assigns, and to and with every of them, by these presents, in manner and form following: (*viz.*) That he the said N.D. his Executors, Administrators, or Assigns, or some of them, at his or their own proper costs and charges, shall and will within the time and space of three years then next ensuing the date of these presents, expend and bestow in and about the new building, repairing, or bettering in the premisses hereby demised, the value or sum of, &c. of lawful money of England, at the least; and also shall and will at his and their like costs and charges, well and sufficiently repair, uphold, sustain and keep, maintain and amend the said Messuage or Tenement, and new building to be erected, and all and singular other the premisses, with the appurtenances, and every part and parcel thereof, in, by, and with all and all manner of needful and necessary reparation whatsoever, from time to time, and at all times hereafter, when
and

and as often as need and occasion shall require, during the said term hereby granted; and also all the pavements, privies, sedges, and wydraughts to the said Messuage or Tenements belonging, shall cause to be paved, purged, scowred, emptied, and made clean, as often, and whenas need shall be and required during the said term of, &c. by these presents granted; and the same premisses so well and sufficiently repaired, supported, maintained, purged, paved, scowred, emptied, made clean and amended, together with the Locks, Keys, Bolts, Staples, Latches, Hooks, Hinges, Windows, Doors and Glasse of the same Premisses, so well and sufficiently made, glazed and amended, in the end of the said term of, &c. or other sooner expiration or determination of this present Lease, shall leave and yield up unto the said R.R. his Heirs and Assigns. And also, that it shall and may be lawful to and for the said R.R. his Heirs, Executors, Administrators, and Assigns, and every of them, four times or oftner in the year, yearly, during the said Term, to enter and come into and upon the said Messuage, or Tenements, and all other the premisses with the appurtenances, and into every part and parcel thereof, there to view, search, and see what defaults, for want of reparations, shall be found defective, and necessary to be done in and about the demised premisses, or any part thereof, and of all such defaults for want of reparation then and there found, to give or leave notice, admonition or warning in writing, to and for the said N.D. his Executors, Administrators, or Assigns, for the repairing and mending thereof. And further, that the said N.D. his Executors, Administrators, or Assigns, or some of them, shall and will within one month next ensuing every such admonition or warning left or given as aforesaid, well and sufficiently repair and amend the same, and shall also discharge and pay all Church duties, Scavengers Wages, Watchings, Wardings, and all other Taxes, Impositions, Duties, and Charges which shall or may at any time or times hereafter, during the said term, be charged or imposed upon him the said N.D. his Executors, and Administrators, or Assigns, for or by reason of the Premisses hereby demised, or any part thereof. And lastly, the said R.R. for himself, his Executors, &c. That he the said N.D. his Executors, Administrators, and Assigns, and every of them, for, by, and under the payment of the yearly Rent aforesaid, above in and by these presents reserved, and under the Covenants, Grants, Articles, and Agreements in these presents contained, shall and may, for and during all the said term of, &c. by these presents granted, lawfully, peaceably, and quietly have, hold, use, occupy, possess and enjoy the said Messuage or

Tenement, and all and singular other the Premises, with the appurtenances, by these presents demised or mentioned to be demised, and every part and parcel thereof without any manner of lawful let, suit, trouble, disturbance, or eviction of the said B. R. his Heirs or Assigns, or of any other person or persons whatsoever, by or through his means, assent, consent, right, title, or procurement. In witness whereof &c.

A Defeazance up n a Bond filed in a Judgment.

This Indenture made the, &c. between W. R. of, &c. on the one part, and J. P. and G. A. of, &c. on the other part, witnesseth That whereas the said J. and G. together with one E. A. of, &c. by one Obligation bearing date, &c. became jointly and severally bounden unto the said W. R. in the sum of, &c. with condition thereupon made for the payment of, &c. as by the same Obligation and Condition thereof at large appeareth; which said sum of, &c. or any part thereof, or any thing in lieu of the same, was not paid unto the said W. R. in the said Obligation named, nor at any time before or since; by means whereof the said Obligation became forfeited. And whereas the said W. R. hath brought several Actions of debt in the Kings Majesties Court of Common Pleas at Westminster, upon the said Obligation against the said J. P. and G. A. upon which said Actions, several Judgments are had and obtained in the said Court yet nevertheless the said W. R. is contented and pleased, and doth covenant, That neither he the said W. R. his Executors, Administrators or Assigns, or any of them, shall at any time before, &c. take out any Execution or Executions, upon the said Judgments, or either of them. And further the said W. R. doth &c. That if the said J. P. and G. A. or either of them, &c. do pay, &c. That then he the said W. R. his Executors or Administrators, shall upon request made, and at the charges of the said J. P. and G. A. &c. acknowledge satisfaction upon request of, and for the said several Judgments; And shall also deliver unto them the said &c. the said Obligation to be cancelled: And the said J. P. and G. A. to be thereof, and of the said several Judgments discharged. In witness &c.

An Indenture of Partition, where one had a greater share than the other, for which a sum was paid, &c.

THis Indenture made, &c. between J. H. &c. on the one part, and J. M. &c. on the other part, witnesseth, That the said J. H. and J. M. are and do now stand seised in their Demesne as of Fee, in Common and undivided, of and in one Messuage or Tenement, and one Yard-land thereunto belonging, now or late in the tenure of, &c. situate, &c. It is (now to the end a perpetual portion and division shall be had and made between the said parties of and in the said, &c. and other the Premises aforesaid) covenanted, concluded and agreed by and between the said parties to these presents, in manner and form following: And first, the said J. H. for himself, &c. that he the said J. M. his Heirs and Assigns, shall from henceforth have, hold, and peaceably enjoy in severalty to him and his Heirs for ever, to his and their own proper use and behoof, the one moiety or half part of the said Messuage or Tenement, and one Yard-land, with the appurtenances, that is to say, &c. And that he the said J. H. nor his Heirs, shall from henceforth claim or demand any right, title, use or possession in or to the same, or any part thereof, but the said J. H. nor his Heirs and Assigns, shall at all time and times hereafter, from all Actions, Rights, Title and Demand thereof, or hereunto, be utterly excluded, and for ever barred by these presents. And the said J. M. for himself, &c. That he the said J. H. his Heirs and Assigns, shall from henceforth have, hold, and peaceably enjoy in severalty to him the said J. M. his Heirs and Assigns for ever, to his and their own proper use and behoof, the other moiety or half part of the said Messuage, &c. and that he the said J. M. nor his Heirs shall not from henceforth claim, &c. (ut supra). And in consideration of the said portions, and forasmuch as the part and portion by these presents allotted and assigned to the said J. H. and his Heirs, was at the enstating hereof, of more and greater value than the said part or portion before allotted and assigned to the said J. M. and his Heirs, he the said J. H. hath at the enstating and delivery of these presents, well and truly paid to the said J. M. the sum of, &c. the receipt whereof the said J. M. doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, exonerate, and for ever discharge the said J. H. &c. by these presents. In witness whereof, &c.

A Grant of a Rent reserved by Lease.

THis Indenture made the, &c. between W.B. of &c. and A.B. of &c. witnesseth, That whereas the said W. B. by his Indenture of Lease bearing date the, &c. (*reciting the Lease*) as in and by the same recited Indenture of Lease, &c. Now this Indenture further witnesseth, That the said W. B. for and in consideration of a certain competent sum of, &c. Hath demised, granted, bargained, and to farm letten, and by these presents doth demise, grant, and to farm let unto the said A.B. the Reversion and Remainder of the said Shop, Warehouse, Chambers, and other the Premises by the said Indenture of Lease demised; together also with the said yearly Rent of, &c. thereby reserved, and the counterpart of the same Indenture of Lease, under the Hand and Seal of the said, &c. To have, hold, possess, and enjoy the said Reversion and Rent of, &c. and every part thereof, unto the said A. B. his Executors, Administrators, and Assigns, from the day of the date of these presents forwards, for and during all the residue of the aforesaid term of, &c. yet to come and unexpired. Yielding and paying therefore yearly, during the said term, unto the said W. B. his Executors or Assigns, at the Feasts of, &c. only one Pepper-corn, if the same shall lawfully be demanded. And the said W. B. for himself, &c. That he the said W. B. at the time of the enfeoffing and delivery of these presents, is the true, perfect, and lawful Owner and Possessor of the said demised Reversion and Rent; and is at the enfeoffing and delivery of these presents, lawfully and absolutely possessed thereof. And that he the said W. B. hath full power, good right, true title, and lawful authority to demise and grant the said Reversion and Rent of, &c. unto the said A. B. his Executors, Administrators and Assigns, for and during all the rest and residue of the said term of, &c. in manner and form aforesaid, according to the true intent and meaning of these presents. And further, that the said W. B. his Heirs, Executors, Administrators, and Assigns, and every of them, from time to time, and at all times hereafter, during the said term, shall and will clearly exonerate, acquit, discharge, save and keep harmless, as well the said A. B. his Executors, Administrators, and Assigns, as the said demised Reversion and Rent, of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Forfeitures, Titles, Claims, Demands and Incumbrances whatsoever. And moreover, the said W. B. for himself, &c. That the said yearly Rent of, &c. shall continue,

due, remain, and be from henceforth during the rest and residue of the said term yet to come and unexpired before-mentioned, due and payable unto the said A. B. his Executors, Administrators and Assigns, according to the said Indenture of Lease, and the tenor, effect, and true meaning of these presents. In witness, &c.

Note, That the Tenant must Attorn, or nothing passeth.

An Annuity or yearly Rent-charge.

THis Indenture made the &c. between A. B. of &c. Gentleman, on the one part, and C. D. of &c. on the other part, witnesseth, That the said A. B. for and in consideration of the sum of, &c. to him in hand paid, before the enfeoffing and delivery hereof by the said C. D. the receipt whereof he the said A. B. doth acknowledge, and thereof, and of every part and parcel thereof, doth acquit, exonerate, and for ever discharge the said C. D. his Executors, &c. by these presents, Hath given, granted, and confirmed, and by these presents, doth give, grant and confirm unto the said C. D. one Annuity or yearly Rent-charge of, &c. to be had, taken, perceived, and received, and to be issuing and going out of, and in all and singular the Messuages, Lands, Tenements, and Hereditaments whatsoever of the said A. B. as well in &c. as elsewhere within the Realm of England, to be paid at four Feasts or Terms in the year, that is to say, at the &c. by even and equal portions, the first payment thereof to be made and begin on the, &c. To have, hold, receive, perceive, take, and enjoy the said Annuity or yearly Rent-charge of &c. unto the said C. D. his Executors, Administrators, or Assigns, to be paid at the four Feasts aforesaid, in form before declared, from the day of the date of these presents, unto the full end and term of, &c. And if it shall happen the said Annuity or yearly Rent of, &c. to be behind and unpaid in part or in all, after any of the said Feast-days or Terms of payment thereof, aforesaid, in which it is appointed to be paid, That then, and so often as the same, or any part thereof shall so be behind and unpaid, the said A. B. granteth and agreeth for himself, his Heirs, Executors, Administrators, and Assigns, to and with, &c. that it shall and may be lawful to and for the said C. D. his Executors, Administrators, and Assigns, and every or any of them, into all and singular the

indented expressed) in his name and blood, did in and by the said last mentioned Deed indented, covenant and grant for himself and his Heirs, to and with the said J. H. and his Heirs, That the said T. H. and his Heirs, should and would immediately from thenceforth stand and be seised of and in all that the Manor or reputed Manor of W. in the County of O. and of and in all that the Capital Messuage of W. in the County of O. wherein the said T. H. then dwelt, with all and singular their and every of their Rights, Rents, Quit-rents, Members, and Appurtenances whatsoever; and of and in all those three Yardlands, called or known by the name of *The Ancient Demesne Lands* of the said Manor, and of and in all that yaid and half of Land lying in W. aforesaid, which the said T. A. had lately purchased, as aforesaid is expressed; and of and in all and singular Messuages, Lands, Tenements, and Hereditaments of the said T. H. in W. aforesaid, (the Advowson of the C. of W. aforesaid, excepted) to the use and behoof of the said T. H. for and during his natural life, without impeachment of or for any manner of waste; and after his decease, to the use and behoof of the said J. H. and his Heirs for ever, as by the said last mentioned Indenture acknowledged and enrolled in his Majesties high and honourable Court of Chancery, more at large it will and may appear. By force and virtue of which said recited Indenture of Lease, he the said J. H. is in and upon the said Premises entred, and was and is by force of the said recited Indenture, and by force of the Statute made the &c. in the &c. for the transferring of uses into possession, as well of the said term of threescore years, as of the said remainder expectant, after the death of the said P. H. possessed and seised. And he the said J. H. being so of the said premises possessed and seised, did afterwards by his Indenture bearing date, &c. and enrolled in the high Court of Chancery, for the consideration therein expressed, give, grant, bargain, sell, assign, set over, and confirm unto the said R. B. his Executors, &c. all and singular the before mentioned premises, with their appurtenances and every part and parcel thereof, as in and by the said last mentioned Indenture, whereunto relation being had, more fully and at large it doth and may appear. Which said Bargain and Sale was and is upon condition, That if the said R. B. should or did pay &c. on the &c. at or in the, &c. unto the said R. B. his &c. That then the said Indenture of Bargain and Sale to be void, as in and by one Indenture made between the said J. H. on the one part, and the said R. B. on the other part, bearing date, &c. to which reference being had, more at large it doth and may appear. Now this Indenture further

witneseth, That the said J. H. and R. B. for and in consideration of the sum of, &c. to them by the said W. P. before the enfealing and delivery of these presents, well and truly in hand paid, whereof and wherewith the said J. H. and R. B. do acknowledge themselves to be fully satisfied, contented, and paid, and thereof, and of every part and parcel thereof, &c. have granted, bargained, sold, assigned, set over, and confirmed, and by these presents do fully, clearly and absolutely grant, bargain, sell, assign, set over, and confirm unto the said W. P. his &c. not only the said recited Indenture of Lease, and all their estate, right, title, interest, and term of years therein yet to come and unexpired; but also all the said Manor of W. and Capital Messuage in the said County of O. with the Appurtenances; together with the said three Yard-land, called by the name of *The Ancient Demesne-Lands of the said Manor*; and also all that yard and half of Land in W. aforesaid, which the said T. H. purchased of the said H. H. as aforesaid; and also all and singular Out-houses, Barns, Stables, Dove-houses, Yards, Orchards, Gardens, Lands, Meadows, Pastures, Feedings, Commons, Common of Pasture, Woods, Underwoods, Water, Water-courses, Fishings, Ways, Easements, Profits, Commodities, and Hereditaments whatsoever to the said Manor of W. and other the Premises aforesaid, or to any part or parcel thereof belonging, or in any wise appertaining, or therewithal now used, occupied or enjoyed, as part, parcel, or member thereof; and all the Lands, Tenements, and Hereditaments whatsoever to the said J. H. belonging, lying and being in W. aforesaid, and the said remainder expectant upon the death of the said T. H. and all and every other reversion and reversions, remainder and remainders of the said bargained premises, and of every part and parcel thereof, and the rent and rents, and yearly profits whatsoever reserved upon whatsoever Demise, Lease, Estate, or Grant, Demises, Leases, Estates, or Grants heretofore made of the before-bargained premises, or any part or parcel thereof, together with all Evidences, Charters, Escripts, Minuments, and Writings touching and concerning the premises, which he the said J. H. hath or may come by, without Suit in Law. To have and to hold the said Manor of W. Lands, Tenements, and all and singular other the premises above-mentioned to be hereby bargained and sold, with the appurtenances, and every part and parcel thereof, and all the estate, right, title, interest, term and terms of years, reversion, remainder, claim and demand whatsoever of the said J. H. and R. B. and of either of them, or any other person or persons whatsoever, in and to the same.

unto the said W. P. his Heirs, Executors, Administrators, and Assigns, to the sole and proper use and behoof of the said W. P. his Heirs, &c. for ever. And the said J. H. and R. B. for themselves severally and respectively, and for their several and respective Heirs, &c. all and singular the before-bargained premises, with the appurtenances, and every part and parcel thereof, unto the said W. P. his Heirs, Executors, Administrators, and Assigns, to the use and behoof aforesaid, shall and will warrant, and for ever defend by these presents. In witness, &c.

An Indenture of Discharge for the making void of all former Statutes, payment of a sum of, &c. and performance of Covenants, &c.

THis Indenture made the, &c. between A. B. of, &c. on the one part, and E. A. of, &c. on the other part, witnesseth, That whereas the said E. A. in and by one Recognizance or Writing Obligatory, of the nature of a Statute-Staple, lately made and provided for the Recovery of Debts, bearing date, &c. taken, sealed, acknowledged, and entered into before Sir T. R. Lord Chief Justice of England, is and standeth bounded unto the said A. B. in the sum of, &c. payable, as in and by the said Recognizance or Writing Obligatory, of the force of a Statute-Staple, more fully and at large it doth and may appear. It is now nevertheless covenanted, granted, concluded, and agreed by and between the said parties to these presents, and the true intent and meaning of these presents, and of the parties hereunto is, and the said A. B. is contented and pleased, That if the said E. A. his Heirs, Executors, and Assigns, do or shall, at or before the, &c. discharge and clearly make void upon Record, as well all and every Statute-Merchant, and of the Staple, as also all Recognizances heretofore acknowledged and entered into by the said E. A. either by himself alone, or jointly with any other person or persons (the Statute above-recited only excepted) and thereof bring, deliver, and leave Certificates under the hands of the several Clerks of the several Offices, or their Deputies in that behalf, at or in the, &c. to and for the said A. B. his Executors or Assigns, at or before the, &c. day of, &c. next ensuing, And also if the said E. A. his Heirs, Executors, Administrators, or Assigns, or any of them, do well and truly pay, or cause to be paid unto the said A. B. his Heirs or Assigns, or to some or one of them, the full sum of, &c. at or in, &c. in manner and form following: (that is to say) the sum of &c. on the &c. and the sum of &c. on the &c. in full satisfaction and payment of the sum of, &c. And also if the said

E. A.

E. A. his Heirs, Executors, and Assigns, do and shall well and truly observe, perform, fulfil, accomplish, and keep all and singular the Covenants, Grants, Articles, and Agreements, which on his and their parts and behalfs are or ought to be observed, performed, fulfilled, accomplished, and kept, comprized and specified in one pair of Indentures bearing date, &c. made between the said E. A. of the one part, and the said A. B. on the other part, according to the true intent and meaning of these said Indentures: That then the said Recognizance or Writing Obligatory above-recited or mentioned, shall be utterly void and of none effect, otherwise the same shall stand and abide in full force, &c.

A Release of Lands upon performance of Articles.

TO all Christian People, &c. I E. J. of, &c. send greeting in our Lord God everlasting. Know ye, that I the said E. J. as well in consideration of the full performance of certain Covenants and Agreements mentioned and expressed in one pair of Indentures bearing date, &c. last past, &c. made between me the said E. J. on the one part, and Sir H. W. &c. as also for divers other good causes and considerations, &c. have remised, released, and for ever quit-claimed, and by these presents do for me, my Heirs and Assigns, and every of us, freely, clearly, and absolutely remise, release, and for ever quit-claim unto the said Sir H. W. his Heirs and Assigns for ever, in his and their full and peaceable possession, seisin and being, all the Estate, Right, Title, Interest, Possession, Reversion, Claim, and Demand whatsoever, which I the said E. J. now have, may, might, or ought to have, or which I or my Heirs at any time hereafter shall or may have, might or ought to have or claim of, in, or to all these the Rectories of B. &c. and also of, in and to all and singular Messuages, Mills, Lands, Tenements, &c. to the said, &c. belonging or appertaining. To have and to hold the said Rectories, &c. unto the said Sir H. W. his Heirs and Assigns, to his and their own proper use and behoof for ever, so as neither I the said E. J. nor my Heirs, shall or may at any time hereafter ask, claim, challenge, or demand any Right, Title, Interest, Claim, or Demand whatsoever, of, in or to the premises before-mentioned, or of, in, or to any part or parcel thereof; but thereof and therefrom shall be utterly debarr'd, and for ever secluded by these presents. And I the said E. J. and my Heirs, the said Rectories, and all and singular other the premises above-mentioned, with their appurtenances unto the said Sir H. W. his Heirs and Assigns, to the uses and behoofs

afore said,

aforesaid, against me the said E. J. and my Heirs, and against my Father J. J. and W. E. my Uncle, their and either of their Heirs and Assigns, or any other person or persons whatsoever, claiming by, from, or under me, them, or any of them, shall and will warrant, and for ever defend by these presents. In witness &c.

A Conveyance in Fee-simple of a House and Land, &c.

THis Indenture, made the, &c. between G. C. of, &c. on the one part, and H. H. of, &c. and S. his Wife, on the other part, witnesseth, That the said G. C. for and in consideration of the sum of, &c. to him at and before the enscaling and delivery of these presents, well and truly in hand paid by the said H. H. and S. his Wife; whereof and wherewith he the said G. C. doth acknowledge himself, &c. Hath granted, aliened, bargained, sold, and confirmed, and by these presents doth fully, clearly, and absolutely grant, alien, bargain, sell, and confirm unto the said H. H. and S. his Wife, all that Messuage or Tenement situate or being in T. in the County of S. now in the tenure or occupation of the said G. C. or of his Assignee or Assignees, and three acres of Land, or thereabouts, lying on the backside of the said house, be it more or less; and all Barns, Stables, Orchards, Gardens, Buildings, and other Hereditaments to the same belonging or appertaining, or with the said house or Tenement commonly used, occupied, or enjoyed, or which are accepted, reputed, or taken to be part, parcel, or member of the same, and now in the tenure or occupation of him the afore said G. C. his Assignee or Assignees, with all Commons and Common of of Pasture whatsoever to the same belonging, and also of those two Cottages or Tenements in T. afore said, standing together, adjoining to the said Messuage or Tenement, and one parcel of ground adjoining to the said Cottages, which said Cottages and parcel of ground last mentioned, do contain by estimation on the side towards the Kings High-street, Twenty yards of ground, or thereabouts, and on that side towards the Garden, now or late of the said G. C. Thirteen yards of Ground or thereabouts, and now are in the several tenures and occupation of M. J. and F. L. and the Reversion and Reversions, Remainder and Remainders, Rents, and yearly Profits whatsoever of all and singular the said Premises, to every part and parcel thereof, together with all and singular Deeds, Evidences, and Writings touching or concerning only the premises, or any part thereof. To have and to hold the said Messuage or Tenement,

and

and the said three Acres of Land, and the said two Cottages or Tenements, and the said parcel of Land adjoining to the said Cottages, and other the premises, with their Appurtenances, before by these presents bargained and sold, or mentioned or intended to be thereby granted, aliened, bargained, sold and confirmed, and every part and parcel thereof, unto the said H. H. and S. his Wife, and to the Heirs and Assigns of the said H. H. to the only proper use and behoof of the said H. H. and S. his Wife, and the Heirs and Assigns of the said H. H. for ever. And the said G. C. for himself, &c. that he the said G. C. for and notwithstanding any act done by him the said G. C. to the contrary, at the time of the enfealing and delivery of these presents, is and standeth lawfully and rightfully seized in his demesne as of fee-simple, in his own right, and to his own right use, without any condition, limitation, or other use or trust, to alter, change or determine the same estate of and in the said Messuages, Lands, Tenements, Cottages, and premises before mentioned to be hereby granted, bargained and sold, and of and in every part and parcel thereof; and that the said G. C. for and notwithstanding any act done by him to the contrary, now hath, and at the time of the first Estate to be had and executed to the said H. H. and S. according to the intent and true meaning of these presents, shall have full power, just right, and lawful authority to grant, bargain, and sell the same, and every part and parcel thereof, with the Appurtenances, unto the said H. H. and S. and the Heirs and Assigns of the said H. H. in manner and form as is before in these presents expressed; and that the same Messuages or Tenements, Lands, Cottages, and Premises, and every part and parcel thereof, with the Appurtenances, shall from henceforth for ever remain and continue unto the said H. H. and S. his Wife, and to the Heirs and Assigns of the said H. H. freely and clearly acquitted, exonerated and discharged of and from all and all manner of former Bargains, Sales, Gifts, Grants, Dowers, Joynctures, Leases, Rent-Charges, Rent-seck, Arrearages of Rents, Annuities, Uses, Entails Statutes-Merchant, and of the Staple, Judgments, Forfeitures, Executions, Intrusions and Incumbrances whatsoever, and of and from all other Charges, Titles, Troubles, and Incumbrances whatsoever had, made, committed, or wittingly or willingly suffered or done by the said G. C. or by any other person or persons whatsoever, lawfully claiming by, from, or under him the said G. C. by his means, assent, privity or procurement (the rents and services from henceforth to grow due to the chief Lord or Lords of the fee or fees of the premises, for
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and in respect of his or their Seigniorj or Seigniories, only excepted and foreprized.) And further ; that he the said G. C. and his Heirs and Assigns, shall and will at all time and times hereafter, within the space of five years next ensuing the date of these presents, upon the reasonable request, and at the costs and charges in the Law of the said H. H. and S. his Wife, or of the Heirs and Assigns of the said H. H. make, suffer, do, acknowledge and execute, or cause to be made, done, knowledged, suffered and executed all and every such further lawful and reasonable act and acts, thing and things, device, and devices, conveyances and assurances in the Law whatsoever, for the further, more perfect, and better assuring and sure making of the premises before-mentioned to be hereby bargained and sold, and of every part and parcel thereof, unto the said H. H. and S. his Wife, and to the Heirs and Assigns of the said H. H. for ever. Be it by fine or fines, feoffment or feoffments, recovery or recoveries, with single or double Voucher or Vouchers, Deed or Deeds, inrolled or not inrolled, the inrolment of these presents, release, confirmation with warranty of the said G. C. and his Heirs, only against him the said G. C. and his Heirs, or otherwise without warranty, or by all, every or any of the said ways or means, or by any other ways or means which by the said H. H. &c. or his or their Counsel learned in the Law shall be reasonably devised, advised or required, so as the same do not contain or extend unto any further warranty, than against him the said G. C. his Executors or Assigns, or against any further act or acts than as aforesaid ; and so as neither he nor they that make such further assurance, be compelled or compellable to travel further than the Cities of *London* and *Westminster*, for the doing, making, or executing of such further assurances and conveyances, as aforesaid. And lastly, it is agreed by and between the said parties to these presents, That all and every the said assurances and conveyances so as aforesaid, hereafter to be had of the premises, shall be and shall be esteemed and taken to be to the only use of them the said H. H. and S. his Wife, and of the Heirs and Assigns, of the said H. H. for ever, and to no other use, intent and purpose whatsoever ; any thing in these presents contained to the contrary thereof, in any wise notwithstanding. In witness whereof, &c.

A Joynture made to the Wife before Marriage.

THis Indenture made, &c. Between J. C. the younger of, &c. on the first part, and J. C. the elder, &c. on the second part, and R. W. of, &c. on the third part, Witnesseth That the said J. C. the younger, for and in consideration of a Marriage (by Gods grace) intended, and shortly to be had and solemnized between the said J. C. the younger, and A. the Daughter of T. C. of, &c. And that the said A. may be provided of a sufficient Joynture, in case she shall survive the said J. C. the younger, and for divers other good causes and considerations him the said J. C. the younger hereunto especially moving, Doth for himself, his Heirs, Executors and Administrators covenant, promise and grant to and with the said J. C. the elder, and R. W. their Executors, &c. and to and with every of them by these presents that he the said J. C. the younger, shall and will, before the end of *Easter-Term* now next, &c. before the Justices (of our Sovereign Lord the King) of his Majesties Court of *Common-Pleas* at *Westminster*, or some other person or persons thereunto lawfully and sufficiently authorized, acknowledge and levy one Fine (*Sur consensance de droit come ceo que ils ont de son done*) with proclamation thereupon to be made, according to the common course of Fines in that behalf made and provided, unto the said J. C. the elder, and R. W. and their Heirs, or the Heirs of one of them, of, in and upon all that Messuage or Tenement wherein T. B. Vintner now dwelleth, and whereof he the said J. C. the younger is seised in his Demesne, as of fee, in his own proper right, commonly called or know by the, &c. situate, &c. And of all the Shops, Cellars, Sollers, Chambers, Rooms, Easements, Commodities and Appurtenances to the said Messuage or Tenement belonging, or to or with the same used, occupied or enjoyed, or reputed, or taken, as part, parcel or member of the same, or as belonging, thereunto, by such name or names, and in such manner or form, as by the said J. C. the elder, and R. W. or their Council learned in the Law, shall be reasonably devised and advised, or required, at the only proper costs and charges in the Law of the said J. C. the younger: the true intent and meaning of which said Fine so to be levied and executed of the said premises, between the said parties, is to be, and so shall be construed, intended, and adjudged to be to the use and behoof of the said J. C. the younger, during his natural life, without impeachment of or for

any manner of waste ; and after his decease, to the use and behoof of the said A. &c. for and during the term of her natural life, without any Impeachment, &c. and after her decease to the use and behoof of the Heirs of the body of the said J. C. the younger, on the body of the said A. lawfully to be begotten ; and for default of such issue, to the right Heirs of the said A. for ever. Provided always, that if the said Marriage shall not take effect, nor be had or solemnized between the said J. C. the younger, and the said A. T. before the, &c. next ensuing, &c. That then the said fine so to be made, levied, and acknowledged of the said Messuage and Premises aforesaid, shall be, and shall be taken, deemed, adjudged, and construed to be to the use of the said J. C. the younger, and to his Heirs and Assigns for ever ; any thing herein contained to the contrary, &c. In witness, &c.

A Lease to try a Title.

THis Indenture made, &c. Between T. A. & R. M. &c. of the one part, and W. M. of, &c. on the other part, Witnesseth That the said T. A. & R. M. for divers good causes and considerations, &c. have demised, granted, &c. and by these presents do, &c. unto the said W. M. all that their Site of, &c. and all houses, edifices, buildings, barns, stables, orchards, gardens, casements and commodities thereunto belonging or appertaining. To have and to hold the said, &c. and all other the demised premises, with the Appurtenances, and every part and parcel thereof, unto the said W. M. his, &c. from, &c. unto the end and term of, &c. from thence next, &c. Yielding, &c. unto the said, &c. their, &c. one P. &c. if it be demanded. In witness, &c.

A Bargain and Sale of a House in London.

THis Indenture made, &c. between R. B. of E. in the County of N. Esq; of the one part, and J. H. of L. Esq; of the other part, Witnesseth, That the said R. B. for and in consideration of the sum of, &c. of lawful, &c. to him in hand paid before the enscaling and delivery of these presents by the said J. H. whereof the said R. B. doth acknowledge the Receipt, and thereof and of every part and parcel thereof, doth clearly acquit and discharge the said J. H. his Heirs, and Assigns, and every of them for ever by these presents, Hath given, granted, bargained, sold, aliened, infeoffed and confirmed, and by these presents doth fully, clearly, and absolutely give, grant,

grant, bargain, sell, alien, infeoff, and confirm unto the said J. H. his Heirs and Assigns for ever, all that Messuage or Tenement, with the Appurtenances, commonly called or known by the name of, &c. now or late in the tenure or occupation of one W. S. &c. or of his Assignee or Assignees, situate, lying and being, in, &c. together with all and singular Shops, Cellars, Sollers, Chambers, Rooms, Entries, Ways, Passages, Yards, Back-sides, Lights, Water-courses, Easements, Profits, Commodities, and Hereditaments whatsoever, to the said Messuage or Tenement now or at any time heretofore belonging or appertaining, or therewith now or heretofore demised, used, occupied, or enjoyed, or accepted reputed, or taken as part, parcel, or member thereof, or of any part thereof: And the reversion and reversions, remainder and remainders of all and singular the premises, and of every part and parcel thereof: And the Rents and yearly Profits of all and singular the Premises, and of every part and parcel thereof. And also all and singular Deeds, Evidences, Charters, Letters-Parents, Exemplifications of Records, Counter-parts of Leases, Writings, Escrips, and Monuments touching and concerning the before-bargained premises, and every part and parcel thereof. To have and to hold the said Messuage or Tenement, Shops, Cellars, Sollers, Chambers, and all and singular other the premises, with their and every of their Appurtenances before by these presents bargained and sold, or meant, mentioned or intended to be hereby granted, bargained and sold, and every part and parcel thereof, unto the said J. H. his Heirs and Assigns, to the only use and behoof of him the said J. H. his

Heirs and Assigns for ever. And the said R. B. *That he is seized in Fee-simple, and hath power to sell.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said J. H. his Heirs, Executors, Administrators and Assigns, and to and with every of them by

these presents, in manner and form following (that is to say) that he the said R. B. at the enfealing hereof is, and until the first Execution of an Estate to the said J. H. his Heirs and Assigns by force of these presents, shall stand and be lawfully seized to him, his Heirs and Assigns, of and in the before-bargained premises, and of and in every part and parcel thereof, of a good, sure, lawful, absolute and indefeazable Estate of inheritance in Fee-simple, without any conditions, limitation, use, or other thing to determine, alter, or change the same. And also that he the said R. B. now hath full power, good right, lawful authority and true title to grant, alien, bargain, sell, and

confirm the before-bargained premises, and every part and parcel thereof, unto the said J. H. his Heirs or Assigns, in manner and form aforesaid, and according to the true intent and meaning of the presents. And the said R. B.

That the premises are discharged from incumbrances. for himself, his Heirs, Executors, and Administrators, and for every of them, doth further covenant, promise and grant to and with the said J. H. his Heirs, Executors and Assigns, by these presents, that the said Messuage or

Tenement, Shops, Cellars, Sollers, &c. and all other the premises above by these presents mentioned to be granted and sold, and every part and parcel thereof, on the day of the date hereof, and from time to time, and at all times hereafter for ever, shall be, remain, and continue to the said J. H. his Heirs and Assigns, to the only proper use and behoof of him the said J. H. his Heirs and Assigns for ever, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said R. B. his Heirs or Assigns, sufficiently saved and kept harmless of and from all and all manner of former Bargains, Sales, Joynures, Dowers, Leases, Annuities, Rent-charge, Rent-seck, Arrerages of Rents, Statutes-Merchant and of the Staple, Recognizances, Judgments, Executions, Intrusions, Issues, Fines, Amerciaments, and of and from all other charges, titles, troubles and incumbrances whatsoever, had, made, committed, suffered or done by the said R. B. his Heirs and Assigns, one Lease heretofore made by T. P. of &c. unto the before-named W. S. of the said Messuage or Tenement and Premises, for the term of, &c. is reserved: which said yearly Rent from henceforth during the residue of the said Term, shall be due, payable,

and paid to the said J. H. his Heirs and Assigns, *For quiet enjoying.* (only excepted and foreprized) and also that he the said J. H. his Heirs and Assigns, shall

and may from henceforth for ever peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, Shops, Cellars, Sollers, and other the premises above by these presents mentioned to be bargained and sold, and every part and parcel thereof; and the Rents, Issues, and Profits thereof, shall and may receive and take, without the let, interruption, or contradiction of the said R. B. his Heirs or Assigns, or of any other person or persons, claiming from, by or under him; them, or any of them, or by his or their means, Right, Title, consent, privy or procurement. And further, the said R. B. doth covenant, promise and grant, for him his Heirs, Executors, and Administrators, to and with the said

J. N.

J. N. his Heirs and Assigns, and to and with every of them by these presents, That he the said R. B. and his Heirs, and all and every other person or persons, having and claiming, or which shall or may have, claim or pretend to have any manner of Estate, Right, Title or Interest into, or out of the before-bargained premises, or any part or parcel thereof, by, from, or under the said R. B. shall and will from time to time, and at all times hereafter during the time and space of, &c. next ensuing the date of these presents, upon every reasonable request, and at the costs and charges in the Law of the said J. H. his Heirs or Assigns, do, make, acknowledge, execute and suffer, or cause to be made, done, acknowledged, executed and suffered all and every such further act and acts, thing and things, assurances and conveyances in the Law whatsoever, for the further, more better and perfect assurance, surety and sure-making of the said Messuage or Tenement, Shops, Cellars, Söllers, and all other the Premises, with the Appurtenances above by these presents mentioned to be bargained and sold unto the said J. H. his Heirs and Assigns for ever, be it by Fine or Fines, with Proclamation, Recovery or Recoveries, with double or single Voucher or Vouchers, Deed or Deeds, Inrolled or not Inrolled, the Inrolment or Acknowledgment of these presents, release, confirmation with warranty against the said R. B. and his Heirs, or without warranty, or by all or any, or as many of the ways, means and devices aforesaid, or by any other ways or means whatsoever, as by the said J. H. his Heirs or Assigns, or by his or their Counsel learned in the Law, shall be reasonably devised, or advised and required. And also it is agreed by and between the said parties to these presents, that all and every the said conveyances and assurances so, as aforesaid, hereafter to be had, made, levied or executed of the before-bargained premises, and every or any part or parcel thereof, shall be and inure, and shall be esteemed, adjudged, and taken to be and inure to the only use and behoof of him the said J. H. his Heirs and Assigns for ever, and to no other use, intent or purpose whatsoever; any thing in these presents contained to the contrary thereof, in any wise notwithstanding. In witness, &c.

A short Lease of a House in London.

THis Indenture made, &c. between N.H. of, &c. Gentleman, on the one part, and J.C. of, &c. of the other part, Witnesseth, that the said N. H. for divers good causes and valuable considerations him hereunto especially moving, Hath demised, granted, and to farm let, and by these presents doth demise, grant, and to farm let unto the said J. C. his Executors, Administrators, &c. all that Messuage or Tenement of him the said N. H. situate, lying, and being in, &c. containing these several rooms following, (that is to say) on kitchen on the ground, two little rooms or chambers over the same kitchen, and three other little rooms over the said two last mentioned rooms, &c. together with all ways, entries, passages, lights, easements, water-courses, profits, commodities, and appurtenances whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining, or therewith now used, occupied or enjoyed. To have and to hold the said Messuage or Tenement, and all and singular other the premises before by these presents demised or mentioned to be demised, with the Appurtenances, and every part and parcel thereof, unto the said J. C. his, &c. from the Feast-day of, &c. unto the full end and term of, &c. from thence next ensuing, and fully to be compleat and ended; yielding and paying therefore yearly, during the said term, unto the said N. H. his Executors, Administrators, &c. the rent or sum of, &c. of lawful, &c. at the four most usual Feasts or terms in the year (that is to say) at the Feasts of, &c. by even and equal portions, or within fourteen days next ensuing every of the same Feasts. And if it shall happen the said yearly rent of, &c. to behind

Re. entry upon and unpaid, in part or in all, by the said space
Non payment of Fourteen days next ensuing after any of the
of the Rent. said Feasts on which the same ought to be paid,
as aforesaid, being lawfully demanded, that then and from thenceforth, and at all times afterwards, it shall and may be lawful to and for the said N. H. his Executors, Administrators, &c. into the said Messuage or Tenement, and to every part and parcel thereof, wholly to re-enter, and the same to have again, retain, and re-possess, as his and their first and former estate; any thing aforesaid to the contrary thereof in any wise notwithstanding. And the said J. C. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said N. H. his Executors and Assigns, and to and with every

every of them by these presents, in form following (that is to say) That the said J. C. his Executors, Administrators and Assigns, or some of them, at his or their own proper costs and charges, shall and will from time to time, and at all times hereafter during the said term of, &c. hereby granted, well and sufficiently repair, support, uphold, maintain, amend and keep the said Messuage or Tenement, and all and singular other the premises, and every part and parcel thereof, in, by and with all and all manner of needful and necessary reparations and amendments whatsoever; and the Pavements, Privies and Wydraughts belonging to the Premises, shall cause to be paved, purged, emptied and scowred: And the same premises, and every part thereof, so well and sufficiently repaired, upholden, maintained, glazed, purged, emptied, paved, kept and amended, in the end of the said term, or other sooner expiration or determination of this present Lease, peaceably and quietly shall leave, surrender and yield up unto the said N. H. his Executors and Assigns. And the said N. H. doth for himself, his, &c. covenant, promise and grant to and with the said J. C. his, &c. and to and with, &c. that the said J. C. his, &c. paying the Rent, and performing the Covenants before in and by these presents mentioned and reserved, shall or may lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, and all and singular other the premises, with their Appurtenances, and every part and parcel thereof, without any manner of let, suit, trouble, disturbance, eviction, or interruption of the said N. H. his, &c. or any of them or of any other person or persons whatsoever, claiming from, by or under him, them, or any of them, or by his and their means, act, title, consent, privity or procurement. In witness, &c.

An Indenture of Covenants for passing of a Recovery in the Common-Pleas, to cut off an Intail.

THis Indenture made, &c. between E. C. of, &c. of the one part; and W. O. and J. H. of, &c. of the other part, Witnesseth, That it is covenanted, granted, concluded and agreed by and between the said parties to these presents; And the said E. C. doth covenant and grant to and with the said W. O. and J. H. that he the said E. C. shall and will permit and suffer the said W. O. and J. H. to purchase and sue forth out of the High-Court of Chancery one or more Writ or Writs of entry *sur disseisin en le poſt*, returnable before the Justices of the Common-Pleas at *Westminster*, at some certain day of Return
in

in *Easter-Term* next coming, by which Writ or Writs the said W.O. and J.H. shall demand against the said E.C. all that Messuage, Tenement or Farm, with the Appurtenances, situate, &c. which late were in the possession of, &c. and also all that Close of Pasture-ground, commonly called, &c. containing, &c. and all that Close of Pasture, &c. and also all and singular Lands, Tenements, Rents, Reversions, Services, Commons, Profits, Commodities, Emoluments, and Hereditaments whatsoever, with all and singular the Appurtenances, to the Premises or any part or parcel thereof belonging, or in any wise appertaining, by such name and names, and in such manner and form, and by number and quantity of Acres, as the said W.O. and J.H. or the survivor of them, or the Counsel learned of them, shall be devised or advised; to which Writ the said E.C. shall appear personally or by Atturney, in the said Court of *Common-pleas*, and enter into the said warranty and imparl and vouch the warranty, the common vouchee, who shall after depart in contempt of the Court; so as a good and perfect recovery shall and may be had in due form and order of Law, of the said Messuages, Lands, &c. and all other the premises, with the Appurtenances, according to the usual course of common Recoveries for assurances of Lands & Tenements in the said Court of *Common-Pleas*; and that a Writ of *Habere fac. seisinam* shall be thereupon awarded, executed, and returned accordingly. And it is further condescended unto, and agreed by & between all the said parties to these presents, that as well the said Recovery so to be had and executed as aforesaid, as also all and every other Recovery or Recoveries, Conveyances & Assurances whatsoever, which before the Feast of, &c. shall be had and executed by and between the said parties to these presents, or any of them, of the said Messuages, Lands, Tenements and Hereditaments, and all and every other the premises, with the Appurtenances, or of any part or parcel thereof, by what name or names soever the same shall be so had and executed and the full force and execution of them, and every of them, shall be and enure, and shall be construed, adjudged, and taken to be and enure to the only use and behoof of the said W.O. his, &c. for ever. And the said W.O. and J.H. and the survivor of them, and the Heirs of the Survivor of them, shall ever from thenceforth stand and be seized thereof, and of every part thereof, to the only use and behoof of the said W.O. his Heirs and Assigns for ever, and to no other use, intent or purpose whatsoever. In witness, &c.

An Assignment of a Lease.

THIS Indenture made, &c. between P. S. of, &c. and M. his Wife, and Executrix of the last Will and Testament of J. C. late of, &c. deceased, on the one part, and W. W. of, &c. Yeoman, on the other part, witnesseth, That whereas T. M. of, &c. in and by one Indenture of Lease bearing date, &c. for the consideration therein mentioned, did demise, grant, and to farm let unto the said J. C. (*reciting the Grant*) as in and by the said recited Indenture of Lease, amongst divers other Covenants, Grants, Articles and Agreements therein contained, more fully and at large it doth and may appear. Now this Indenture witnesseth, That the said P. S. and M. his Wife, as well for and in consideration of the sum of, &c. to them in hand paid, before the enfealing and delivery of these presents, by the said W. W. whereof they do acknowledge the receipt, and thereof, and of every part and parcel thereof, do acquit, exonerate, and for ever discharge the said W. W. his, &c. by these presents, Have given, granted, bargained, sold, assigned, and set over, and by these presents do give, grant, &c. unto the said W. W. his, &c. all that parcel of ground or garden-plot, with the appurtenances before-mentioned, and all houses, edifices, buildings, &c. and all the Estate, Right, Title, Interest Possession, term of years to come, claim and demand whatsoever, which they the said P. S. and M. his Wife, or either of them now have or hath, may, might, should, or in any wise ought to have or claim, of, in or to the said parcel of ground, and garden-plot, and, other the premises, with the appurtenances, and every or any part or parcel thereof, by force and virtue of the said Indenture of Lease. To have & to hold the said parcels of ground or garden-plot, and all Houses, Edifices, and Buildings thereupon, or upon any part or parcel thereof now standing or being; And also all the said recited Indenture of Lease, and all the Estate, Right, Title, Interest, Term of years, and all and singular other the Premises, with the appurtenances, in and before by these presents bargained, sold, assigned, and set over, or mentioned or intended to be hereby, given, granted, bargained, sold, assigned, and set over, and every part and parcel thereof, unto the said W. W. his Executors, Administrators and Assigns, to his and their own proper use and behoof, during the residue of the said term in and by the said Indenture of Lease granted, and therein now to come and unexpired, in as large, ample, and beneficial manner, to all intents, constructions, and pur-

purposes, as they the said P. S. and M. his Wife, or either of them, now have or hath, may, might, should, or in any wise ought to have and enjoy the same, by force and virtue of the said recited Indenture of Lease, or otherwise howsoever. And the said P. S. and M. his Wife, for themselves, their Executors, &c. and for either of them, and either of their, &c. doth covenant, &c. that the said recited Indenture of Lease, &c. at the time of the enfealing and delivery of these presents, is a good, sure, perfect, and indefeazable Lease in the Law, of and for the said parcel of ground or garden-plat, and premises, hereby demised, and so shall stand, remain, continue and be unto the said W. W. his Executors, &c. to his and their own proper use and behoof, for and during all the term of years thereby granted, and yet to come and unexpired, under the Rents and Covenants therein mentioned or contained. And also that the said W. his, &c. and every of them, under the Rents Covenants, Articles, and Agreements in the said recited Indenture of Lease contained, shall or may for and during all the rest and residue yet to come and unexpired of the said term in the said recited Indenture of Lease contained, lawfully, peaceably, and quietly have, hold, use or occupy, possess and enjoy the said parcel of ground or garden-plat, and all other the premises, with the appurtenances, and every part and parcel thereof, without the let, trouble, contradiction or interruption of them the said P. S. and M. his Wife, or either of them, their, or either of their Heirs, Executors or Assigns, or of any other person or persons whatsoever, lawfully claiming, or to claim any estate or interest in the premises, or any part thereof, by, from, or under him, them, or any of them, discharged also of and from all former Bargains, Sales, Gifts, Surrenders, Forfeitures and Re-entries, Rents, Arrearages of Rents, Charges and Incumbrances, done or to be done by the said P. S. and M. his Wife, or either of them, or by any other person or persons, whatsoever, lawfully claiming from, by or under him, them, or either or any of them, as aforesaid; or by his, their, either or any of their means, act, title, interest, forfeitures or procurement; the Rents and Covenants in the said recited Indenture of Lease herein before-mentioned and expressed, only excepted and foreprized. In witness, &c.

An Assignment of a Moity of House and Goods, with good Covenants.

TO all Christian people, to whom, &c. R. B. of L. &c. Executor of the last Will and Testament of R. R. late of L. deceased, and P. K. Citizen, &c. send greeting in our Lord God everlasting. Whereas W. T. of, &c. by his Indenture of Lease dated, &c. for the consideration therein mentioned, did demise, grant, and to farm let unto the said P. K. his, &c. all that the Messuage or Tenement, called, &c. situate and being, &c. together also with all the Goods and Utenils of Household-stuff then being and belonging to the said Messuage or Tenement, mentioned and comprized in a Schedule to the said Indenture annexed: To have and to hold, &c. as in and by the said, &c. And whereas the said P. K. by Deed-pole dated, &c. for the consideration therein expressed, did demise, &c. the said last mentioned Indenture, &c. and all his Estate, &c. of, in and to the said, &c. unto the said R. R. the Estate and Interest of which said R. R. of and in, &c. did after come to the said R. B. as Executor of the last Will and Testament of the said R. R. And the said R. B. being thereof possessed, by the means aforesaid, did by Indenture dated, &c. for the considerations, &c. grant, bargain, &c. The Moity of the said &c. unto J. C. of, &c. And the said J. C. by Deed-pole dated, &c. did make over the said Moity of the said, &c. unto A. B. Inn-keeper, &c. and the other Moity of and in the same, &c. now remaining in the said R. B. and P. K. or one of them: together with the whole right, title, &c. Now know ye, that we the said R. B. and P. K. for and in consideration of, &c. Have given, granted, bargained, sold, assigned and set over, and by these presents, &c. unto the said R. M. the said last mentioned Moity of the said Messuage or Tenement, with the appurtenances, called the, &c. aforesaid. And also all our right, title, and interest, of, in and to the said Moity of the said Goods and Chattels before-mentioned, thereunto belonging and every part and parcel thereof: As also the estate, right, title, interest, term and terms of years property, claim and demand whatsoever, which we the said R. B. and P. K. or either of us, now have, may, might, should, or in any wise ought to have & enjoy of, in or to the said Messuage or Tenement, called &c. and of, in or to the Moity of the said Goods and Chattels thereunto belonging: Together with all Writings, Leases, Counterparts of Leases, Escripts, and Minuments, touching and concerning the same premises, in as large and ample manner, as we or either of

of us, now have, and may hold the same by force and virtue of the said several Indentures before mentioned, or any thing therein contained, or otherwise howsoever. To have and to hold all and singular the before-bargained premises, with their Appurtenances, and every part and parcel thereof, unto the said R. M. his, &c. to his and their own proper uses and behoofs, as fully, and in as large and ample manner and form, as we the said R.B. & P.K. or either of us, now have, may, might, should or ought to have and enjoy the same. And we the said R.B. & P.K. for us, and either of us, and either of our Heirs, &c. and for every of us, do covenant, promise, &c. that we the said R.B. & P.K. or one of us (at the time of the enfealing and delivery of these presents) are or is the very true and right owners and possessors, or owner and possessor of the premises hereby before mentioned to be bargained and sold, with the Appurtenances, and every part and parcel thereof, for and during all the rest and residue of the said several terms yet to come and unexpired in the said several recited Indentures of Lease; and that we, or one of us, have or hath full power and good right, true title, and absolute authority, to give, grant, bargain, sell, assign and set over the said premises hereby bargained and sold, with their and every of their Appurtenances, unto the said R. M. his, &c. in manner and form aforesaid. And also that all and singular the said premises hereby mentioned to be bargained and sold, with their and every of their Appurtenances, and every part and parcel thereof, at the time of the enfealing and delivery of these presents, are and be, and so at all times hereafter from henceforth during all the rest and residue of the said several terms in and by the said several recited Indentures of Lease granted, shall be, remain and continue unto the said R. M. his, &c. free and clear, and freely and clearly, acquitted, exonerated and discharged, or otherwise well and sufficiently saved and kept harmless, off and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Fines, Forfeitures, Rents, Arrerages of Rents, cause and causes of Forfeitures, and Re-entry; and of and from all other Titles, Troubles and Incumbrances whatsoever, heretofore had made, committed, suffered or done by us the said R. B. & P.K. or either of us, our Executors, &c. or any of us, in any manner or wise howsoever; and so shall be during all the rest and residue of all and so many years as are yet to come and unexpired of the said several terms in and by the said several recited Indentures of Lease granted, according to the true intent and meaning of these presents (the several Rents, Payments, Covenants and Agreements in the said several recited Indentures of Lease respe-

respectively comprized and specified, which from henceforth on the Tenants and Lessees parts and behalfs are or ought to be observed, performed, fulfilled and kept, according to the true meaning of the severall recited Indentures of Lease, and the moiety or one half part of the yearly Rent of, &c. reserved for certain Rooms and Chambers belonging to the, &c. now in the occupation of, &c. which Moiety of the said rent is formerly sold and released unto the said A.B. his, &c. only excepted and fore-prized) any thing in these presents contained, &c. In witness, &c.

An Assignment of a Lease in trust, whereof the Assignor is to take a further estate in the premises.

This Indenture made, &c. between Sir A. C. of, &c. on the one part, and E. H. and C. D. of, &c. on the other part, Witnesseth, That whereas Sir J. D. &c. by his Indenture of Lease, bearing date the, &c. (*reciting the Grant and Habend.*) as in and by the, &c. Now this Indenture further witnesseth, That the said Sir A. C. for and in consideration of the trust hereafter mentioned and for divers other good causes and considerations him thereunto moving, hath granted, bargained, sold, assigned and set over, and by these presents doth grant, bargain, &c. unto the said E.H. and C.D. their Executors, Administrators and Assigns, and to the Survivor of them the said E.H. and C.D. and to the Executors, Administrators and Assigns of the survivor of them all, &c. (*mentioning all that is assigned & set over*) To have and to hold the said Lordship, &c. and all other the premises, with all and singular their appurtenances before by these presents bargained, sold, assigned and set over; and every part and parcel thereof, unto the said E. H. and C. D. their Executors, Administrators and Assigns, and to the Survivor or Survivors of them the said E. H. and C. D. and to the Executors, Administrators and Assigns of the Survivor of them all, &c. (*mentioning all that is assigned, &c.*) Nevertheless upon this trust and confidence in them and every of them reposed, that they the said E. H. and C. D. and the Survivor of them, and the Executors, &c. of the Survivor of them, shall and will at all times hereafter, and from time to time, upon the reasonable request to them or any of them to be made, and at the costs and charges in the Law of the said Sir A. C. his Executors, &c. assign, convey and assure all and singular the before-bargained premises, and every part & parcel thereof, unto such person or persons, their Executors, &c. as by the said Sir A.C. his Executors, &c. shall be nominated & appointed, in such manner & form as by the said Sir A. C. his Executors, &c. or his or their Counsel learned

learned in the Law, shall be reasonably devised, or advised and required, and upon further trust and confidence, that they and every of them shall and will upon the like request to be made, do and perform all and every lawful act and acts, thing and things whatsoever, for the extinguishment of this present bargain, sale and assignment of the premises above-mentioned, as by the said Sir A. C. his Executors, &c. or by his or their Council learned in the Law, shall be reasonably devised, or advised and required. In witness, &c.

An Assignment of a Judgment.

THis Indenture made, &c. between M.M.&c. on the one part, and R.T.&c. on the other part, witnesseth, That whereas the said M.M. hath recovered a Judgment in his Majesties Court of Common-Pleas at *Westminster*, in *Hillary Term*, *Anno.&c.* against E. G. for *xxl.* Debt, besides Costs of Suit, as by the Records of the said Court more at large may appear; Now the said M. M. for good considerations him moving, hath bargained, sold, assigned and set over, and by these presents doth bargain, sell, assign, and set over unto the said R. T. his Executors, &c. as well the said Judgment, and all and every sum and sums of mony therein mentioned and contained: As also all benefit and advantage which shall or may be had, obtained, or gotten by reason or means of the said Judgment, or any Process, or Execution thereupon to be had, sued out, or executed: To have and to hold the said Judgment, sum and sums of mony, benefit, advantage, and other the premises aforesaid, unto the said R. T. his, &c. to his and their own proper uses and behoof, in as ample manner as he the said M. M. his Executors or Assigns, might or could have and enjoy the same, if these presents had never been had or made. And the said M. M. his Executors, &c. shall and will justifie, maintain and avow, all and every lawful act and thing that shall be done in and about the premises, without releasing or discharging the same, so as there be no further benefit taken, than only the due debt, interest and charges; and that all the benefit which shall be obtained or gotten upon the said Judgment, shall wholly remain and be unto the said T. R. his Executors, &c. to his and their own proper uses and behoofs, without any account or other thing to be therefore yielded or done to the said M. M. &c. for the same. In witness, &c,

An Assignment of an Annuity.

TO all Christian People, &c. I I. W. of, &c. Gentleman, send greeting in our Lord God everlasting: Whereas J. C. Citizen, &c. by his Deed indented, bearing date, &c. for the consideration therein mentioned, did give, grant and confirm unto me the said J. W. one annuity or yearly rent or pension of, &c. to be issuing and going out of all and singular the Messuages or Tenements, Lands and Premises of the said J. C. situate and being in, &c. for the term of the natural life of me the said J. W. as in and by the said Deed indented (among divers other Covenants, Grants, Articles and Agreements therein contained) more fully and at large it doth and may appear. Now know ye, that I the said J. W. for good considerations me moving, have assigned and set over, and by these presents do assign and set over unto S. L. of, &c. the said annuity or yearly pension of, &c. To have and to hold the said annuity or yearly rent, of, &c. aforesaid, unto the said S. L. and her Assigns, in as large and ample manner and form as I the said J. W. may or ought to have and enjoy the same, by force of the said Deed indented, or any thing therein contained (together with the said Deed indented.) In witness, &c.

A Release of one used in Trust.

TO all Christian People, &c. R. M. of, &c. sendeth greeting. in our Lord God everlasting: Whereas C. G. and T. T. for and in consideration of a certain sum of money to them paid by J. L. of, &c. by their Indenture of bargain and sale, bearing date, &c. did grant, bargain and sell unto the said J. L. and R. M. their Heirs and Assigns for ever, all that their third part in three parts equally to be divided, of all that their Messuage or Tenement called, &c. with the appurtenances, situate, &c. late in the tenure of, &c. And also all that their third part in three parts equally to be divided, of all that their Mine of Coals opened or to be opened, or to be gotten or digged, within the Grounds or Lands to the said Messuage or Tenement called, &c. belonging or appertaining, or in any part or parcel thereof, as by the same Indenture among divers other Covenants and Agreements, more at large it doth and may appear. All which premises in the Indenture specified, so sold and granted to the said J. L. and R. M. as aforesaid, was before and at the ensembling of the said Indenture intended and meant to be to the only use and behoof of the said J. L. and his Heirs,

and to no other use or purpose whatsoever. Now know ye that I the said R. M. for and in regard of the trust and confidence in me reposed by the said J. L. have remised, released, and for ever quit-claimed, and for me and my Heirs do by these presents, remise, release, and for ever quit-claim unto the said J. L. and his Heirs, All my right, interest, estate, title and demand which heretofore I have had, or now have, of and in the said Premises in the said Indenture specified, or in any part or parcel thereof. In witness, &c.

A Surrender of a Lease for Lives, for the obtaining of a new Lease.

TO all, &c. I A. S. &c. send greeting, &c. Whereas I the said A. now am, and stand lawfully seised and possessed of a Lease for term of my life to me made and granted by, &c. bearing date, &c. of and in, &c. all which premises are situate, &c. and are of the yearly value of, &c. as by the said Indenture of Lease, relation, &c. Now know ye that I the said A. have granted and surrendered, and by these presents do fully and absolutely grant and surrender unto the said, &c. his Heirs or Assigns, the said Messuage, &c. demised by the said, &c. to me the said A. by the said recited Indenture of Lease, as aforesaid, And all the estate, right, title, interest, term of life, and demand whatsoever, of me the said A. of, in and to the said Messuage, and other the premises, with the Appurtenances, and of, and in and to every of them, and every part and parcel thereof, by force and virtue of the said recited Indenture of Lease, or otherwise howsoever; together also with the said Indenture of Lease: To the intent nevertheless, and upon condition, that the said, &c. may by his Indenture of Lease make a new demise and grant of the premises to J. H. and C. his Wife, and N. their Son, for term of their natural lives, and the life of the longest liver of them successively, or otherwise, as shall be thought convenient, and for and under the yearly rent, and under such Provisoos, Covenants, and Articles as shall be thought fit therein to be comprized. In witness, &c.

A Revocation of a Suit.

TO all, &c. I A. B. send greeting, &c. Whereas an Action hath been brought at the Common Law in my name, against P. F. upon a Bond, wherein the said P. F. and one W. D. became bound unto me in the sum of, &c. on the, &c. as by the same Obligation, &c. Now know ye, That I the said A. B. do by these presents

presents revoke and withdraw the said Action and Suit brought against the said P. F. upon the said Obligation, and all proceedings thereupon had in my name; and do also countermand all Letters of Attorney, and other Authorities whatsoever, by me heretofore made, or given to any person or persons, for the prosecution of any Action or Suit upon the said Bond; and do also signifie and declare, that my will and pleasure is, that no Action or Suit shall at any time hereafter be brought and commenced against the said P. F. and W. D. nor either of them, nor their, nor either of their Heirs, &c. upon the said Obligation. In witness, &c.

A Release for Waste done.

TO all, &c. W. S. of, &c. sendeth greeting in our Lord God everlasting: Whereas J. S. of, &c. being possessed of a Lease for divers years yet to come, of and in one parcel of Wood-ground, commonly called, &c. situate, &c. containing &c. being parcel of the possession of W. S. &c. aforesaid; And whereas the said J. S. for the better advantage to himself, and for the increase of his own yearly profit to be made of the same Wood-ground, and for the better and more profitable manuring of the said ground, hath for that purpose cut down, and grubbed up divers Trees in and upon the said parcel of Wood-ground, and hath converted the same ground into Tillage, whereby a far greater annual profit is, and yearly advantage will be made thereof, than if the same should continue Wood-ground, which in time to come will turn to the better profit and advantage of the said W. S. and his Heirs, after the end and determination of the said Lease made to the said J. S. yet notwithstanding the said J. S. is subject and liable to be questioned and troubled by Action to be commenced against him, both for the waste he hath committed by cutting down Trees, and for not preserving of the said Woods, according to the Covenants comprized in his said Lease. Now know ye, that the said W. S. &c. for and in consideration of, &c. and for divers good causes, &c. hath for himself, his Heirs, Executors, &c. remised, released, and quit-claimed, and by these presents doth clearly and absolutely remise, release, and quit-claim unto the said J. S. &c. all and all manner of Actions of waste, and all manner of suits for any wastes or spoils done or committed by him the said R. S. in the said Wood, and Wood-ground, called, &c. aforesaid, until the date of these presents: And all, and all manner of Actions of Covenants, and other Actions, suits or

demands, concernings, covenants, provisos, or agreements for not cutting down, or grubbing up the same Woods, or Underwoods, heretofore cut and grubbed up. In witness, &c.

A Release of Errors.

BE it known, &c. That I A. B. &c. have remised, released, quit claimed, and discharged, and always for me, my heirs, Executors, Administrators, and every of them, for evermore do quit-claim, and discharge unto C. D. of, &c. all and all manner of error and errors, cause and causes of error and errors, misprisions, misentries, and erroneous proceedings whatsoever, had, made, committed, omitted, suffered or done, in all, every or any Plaint, Plea, Process, Judgment and Execution whatsoever, had, made, &c. by the said, &c. against me the said A. B. in any Court or Courts of Record, at any time from the beginning of the world, &c. In witness, &c.

A Discharge of an Apprentice from his Service.

TO all, &c. I F. W. of, &c. send greeting, &c. Whereas M. N. by his Indenture bearing date, &c. did put himself Apprentice to me for the term of, &c. commencing, &c. as by the said Indenture may appear: Now know ye, That I the said F. W. for good considerations me thereunto moving, do by these presents clearly and absolutely discharge and set free the said M. N. of and from my service, so as neither I, nor any for me, shall or may at any time hereafter, ask, claim or demand any service of the said M. N. by virtue of the said Indenture, or otherwise: And also I do hereby remise and release unto the said M. N. all Actions, cause and causes of Actions, service and demands whatsoever, which I now have, or hereafter may have against him, by reason of ay Act whatsoever, from the beginning of the world, until the day of the date of these presents. In witness whereof, &c.

A Letter of Attorney, to receive Money due upon a Bond.

KNow all men by these presents, That I T. A. of, &c. have assigned, ordained and made, and in my stead and place, by these presents, put and constituted my trusty and well-beloved Friend J. B. of, &c. my true and lawful Attorney, for me, and in my stead and name, but to the use and behoof of him the said J. B. to take, recover and receive of W. S. of, &c. O. T. of, &c. and L. M. of, &c. the Sum of, &c. due unto, me for non-pay-

payment of the sum of, &c. of like money, on the twentieth day of, &c. last past, before the date of these presents, as by one Obligation with condition there under-written, bearing date, &c. in the year, &c. it doth and may more plainly appear, giving and by these presents granting unto my said Attorney, my full power and lawful authority in the Premises, to do, say, perform, conclude and finish, for me and in my name, as aforesaid, all and every such act and acts, thing and things, device and devices in the Law whatsoever, for the recovery of all the debts aforesaid, as fully, largely and amply in every respect, as I my self might or could do, if I were personally present; And upon receipt thereof, acquittances or other discharges for me, and in my name, to make, seal and deliver, ratifying, allowing and holding firm and stable, all and whatsoever my said Attorney shall lawfully do, or cause to be done in or about the execution of the premises, by virtue of these presents. In witness, &c.

A Letter of Attorney to enter upon Lands, and deliver a
has, on the one part, and Lease, it has been said, and it has been

K Now all men, &c. that I R. R. of, &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint T. C. of, &c. my true and lawful Attorney, for me, and in my stead and name, to enter and come into and upon the Farm and Lands of T. in the Parish of, &c. in the County of, &c. now in the tenure or occupation of K. T. or of his Assigns, and upon any part thereof, then and there for me, and in my stead and name, to deliver as my act and deed unto H. M. of, &c. or to his Assigns, one Indenture, whereunto I have already sealed, bearing date, &c. made between me the said R. R. on the one part, and he said H. M. on the other part, purporting a Lease of the said Farm and Lands unto the said H. M. his Executors, Administrators and Assigns, for the term of ten years next ensuing, as in and by the said Indenture more at large appeareth, Which Indenture, after the same shall be so delivered by my said Attorney, I the said R. R. do promise by these presents, shall be my effectual Deed in Law, to all intents, constructions and purposes, as if I the said R. R. had sealed and delivered the same then there my self. In witness, &c.

Another Letter of Attorney to enter upon Lands, and to deliver a Lease.

TO all &c. We T.A. and R.M. send greeting. Whereas we the said T. A. and R. M. have signed and sealed to one Indenture bearing date with these presents, purporting a Lease demised or granted to J.H. of, &c. of all that our Manor or Farm of &c. with the Houses, Barns, Stables, Orchards, Gardens, &c. and all that our Site or Rectory, or Parsonage of L. in the said County of N. together with the Demefne Lands to the said Manor or Farm belonging or appertaining. To hold from the enfcaling and delivery of the same Indenture, for the term of Six years then next ensuing, as by the same Indenture of Lease at large appeareth. Now know ye, That we the said T. A. and R.M. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute, and in our stead and place, put and appoint our trusty and well-beloved friend J. H. &c. our true and lawful Attorney and Assignee, for us, and in our stead and names, to enter and come into, and upon all that the said, &c. and other the Lands aforesaid, or into some part thereof; and then and there after such entry made, to deliver unto the said J. H. (as our very act and deed the said Indenture of Lease above-mentioned; to hold according to the tenor of the said Indenture, and further to do and execute all and every such further thing or any act whatsoever, as shall be needful to be done and performed in this behalf, in as large, ample, and effectual manner, as we our selves might or could do, if we were personally present. In witness &c.

A Letter of Attorney upon a Specialty being not due, with Covenants to justify Actions.

TO all &c. to whom this present writing shall come, Sir T.R. of, &c. sendeth greeting in our Lord God everlasting. Whereas H.F. of, &c. Gentleman, in and by one Obligation with condition thereupon endorsed, bearing date, &c. is and standeth bound unto the said Sir T.R. in the sum of, &c. of lawful &c. conditioned for the true payment of, &c. on the, &c. next &c. at or in the, &c. as in and by the said Obligation and Condition thereof at large appeareth. Now know ye, That the said T. R. for divers good causes and considerations him moving, hath assigned, ordained and made, and in his stead and place put and constituted his trusty and well-beloved friend

R.D. Citizen, &c. his true and lawful Attorney, for him, and in his stead and name, and to the only proper use and behoof of the said R.D. to ask, require, and receive of the said H. F. his Executors, Administrators, or Assigns, the said sum of, &c. at the said day and place aforesaid. And if default be made in payment of the said sum of, &c. as aforesaid; then he the said Sir T.R. doth by these presents make, ordain, constitute and appoint the said R.D. to be his true and lawful Attorney, for him, in his name, and to the only use of the said R. D. to ask, levy, demand, recover, and receive of the said H. F. his Executors and Administrators, the said sum of, &c. so forfeited unto him the said Sir T.R. for non-payment of the said sum of, &c. at the day, time and place aforesaid: Giving, and by these presents, granting unto his said Attorney, his full power and lawful authority in the Premises; and upon default of the said sum of, &c. or any part thereof, the said H. F. his Heirs, Executors, Administrators, &c. or any of them to arrest, sue, implead, imprison, and out of prison to deliver, and pleas and prosecutions against them and every of them, to sustain and maintain according to the course of the Law; and upon the receipt of the said sum of, &c. or any part thereof, acquittance or other discharges for him, and in his name to make, seal and deliver and one Attorney or more under him to substitute; and at his pleasure to revoke, and all and every other act and acts, thing and things, device and devices in the Law whatsoever needful, or requisite to be done in or about these premises, for him, and in his name to do, execute and perform, as fully, largely and amply in every respect, as he himself might or could do, if he were personally present; ratifying, allowing, and holding firm and stable, all or whatsoever his said Attorney, or his Substitute lawfully authorized, shall lawfully do, or cause to be done in or about the execution of the Premises by these presents. And the said T. R. for himself, &c. that he the said T. R. his Heirs, Executors and Administrators, and every of them, at all time and times hereafter, upon the reasonable request, or notice to him given, and at the cost and charges in the Law of the said R.D. his Executors, Administrators or Assigns, or some of them, shall and will maintain, justify and avow with effect, all and every such Action or Actions, Writ or Writs, Pleas, Process, Judgments and Executions whatsoever, which by the said R.D. his Executors, Administrators or Assigns, shall at any time hereafter be lawfully sued, commenced, had or brought in his name against H.E. his Heirs, Executors, Administrators, or any of them upon or by reason of the obligation above mentioned, or any sum, or sums of money therein mentioned or contained. And also that

the said T. R. hath not at any time heretofore, neither he his Executors, Administrators or Assigns, or any of them, at any time hereafter shall or will remise, release, or otherwise discharge the said H. F. his Heirs. Executors or Administrators, or any of them, of the said Obligation above-recited; nor yet of any sum or sums of money therein contained, without the special licence, consent or agreement of the said R. D. his Executors, Administrators or Assigns, or some of them, thereunto first had and obtained in writing under his or their hands and seals, and that all the benefit and commodity that shall be recovered, obtained or gotten by means of any such action, suit, plaint, judgment or execution, shall redound, come and be to the only use and behoof of the said R. D. his, &c. without any account or other thing therefore to be yielded or done to the said Sir T. R. his, &c. or any of them. In witness, &c.

A Letter of Attorney general to receive Debts and Rents.

K Now all men by these presents, That I A. W. of, &c. have assigned, ordained and made, and in my stead and place by these presents, put and constitute my trusty and well-beloved servant H. H. of, &c. to be my true and lawful Attorney, for me, and in my name, and to my use, to ask, sue for, levy, require, recover and receive all and every such debts, rents and sums of money as are now due unto me, or which at any day or days, time or times hereafter, shall be due, owing, belonging or appertaining unto me by any manner of ways or means whatsoever, from any person or persons whatsoever, giving and granting unto my said Attorney by these presents, my full and whole power, strength and authority in and about the Premises; and upon the receipt of any such debts, rents, and sums of money, aforesaid, acquittances or other discharges for me and in my name to do, make, seal and deliver, and all and every other act and acts, thing and things, device and devices in the Law whatsoever, needful and necessary to be done in or about the Premises for the recovery of all or any such debt, rents or sums of money, as aforesaid, for me and in my name to do, execute and perform as fully, largely and amply in every respect, to all intents, constructions and purposes, as I my self might or could do, if I were personally present, ratifying, allowing and holding firm and stable all and every such act and acts. In witness, &c.

A short Letter of Attorney of a Bond not due.

K Now all men &c. That I A.B. of &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint R.B. of, &c. to be my true and lawful Attorney irrevocable, for me, in my name, and to his use, to ask demand and receive of, &c. the full sum of, &c. which shall be due and payable unto me by the said, &c. at the Feast of, &c. next and immediately ensuing the date of these presents, by virtue of one Obligation to me made from the said, &c. bearing date, &c. last past, before the date of these presents, as by the same Obligation, &c. And for non-payment of the said sum of, &c. at the day and place aforesaid, I do by these presents authorize and appoint the said, &c. for me, and in my name, and to the use aforesaid, to ask, levy, sue for, recover and receive of the said, &c. the said full sum, or penalty of, &c. to be then due and forfeited unto me for such non-payment. Giving and by these presents granting unto my said Attorney, my full power and absolute priviledge, right, benefit and authority in all things whatsoever, which doth, can, or may in any wise touch or concern the Premises, either for the receipt of the said sum of, &c. on the day above-mentioned, or for the doing or performing of any other act or acts, thing and things whatsoever, as shall be needful and requisite to be done, prosecuted and performed for the recovery of the same, or the said penalty, in case of forfeiture, as aforesaid: and that in as large and ample manner in every respect, and to all intents and purposes, as I my self might or could do, if I were in person present. And whatsoever my said Attorney, or his Substitute lawfully authorized, shall do, or cause to be done in the premises, I promise to allow of, and confirm by these presents. In witness &c.

A short Letter of Attorney for the setting over of a Bond forfeited.

K Now all men &c. That I H.H. of &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint my trusty and well-beloved friend W.M. of, &c. to be my true and lawful Attorney for me, and in my stead and name, and to his own use, to ask, levy, recover, demand and receive of T.M. and N.L. of &c. Gentlemen, and either of them, their and either of their Executors and Administrators, the sum of, &c. which they have forfeited, and from me unjustly do detain and keep for non-payment of the
sum

sum of, &c. at a certain day past, as by one Obligation with Condition thereupon endorsed, bearing date, &c. more at large it doth and may appear. Giving, and by these presents granting unto my said Attorney, my full power and authority in all things touching this my present business, and in my name to commence and prosecute any Action or Actions, Suit or Suits, for the recovering and getting of the said sum of, &c. and every or any part or parcel thereof, and Attorney or Attorneys in that behalf to constitute and make, and upon receipt thereof, or of any part thereof, acquittances, or other lawful discharges, in my stead and name to make, seal and deliver; ratifying and allowing by these presents, all and whatsoever my said Attorney or his Assigns, shall for obtaining and recovery of the said sum of, &c. or any part thereof, do or cause to be done in my stead and name. And also I the said H.H. do covenant and promise by these presents, That I the said H.H. have not released, nor will release the said T.M. and N.&c. of the said Bond, nor of the penalty therein contained, nor countermand this present Letter of Attorney, nor the authority thereby granted, nor any suit, act or proceeding at any time hereafter by virtue of these presents to be brought or done. In witness, &c.

A Letter of Attorney to take possession of Lands delivered by a Sheriff upon an Extent.

K Now all men by these presents, That I A.B.&c.Esq; have made, ordained, constituted, and by these presents put and appointed my well beloved friend C. D. to be my true and lawful Attorney, for me, and in my stead and name, to enter into the Manor of H. with the Appurtenances, in the County of L. and now in the tenure or occupation of, &c. of the yearly value of, &c. and full and peaceable possession and seisin thereof, for me, and in my stead and name, and to my use, to take, receive, retain and keep, as to him the same shall be delivered by the Sheriff of the same County of, &c. according to the tenor, purport and effect of his Majesties Writ of Extent unto the said Sheriff in that behalf directed. Giving and granting by virtue of these presents unto my said Attorney, my full power and authority, and all and every thing and things, needful, necessary or requisite to be had, made, or done for or concerning the said possession, taking, or the retaining the same to my use, as aforesaid, the same for me, in my stead and name to do, use, execute and exercise, as full and wholly, and in as large and ample manner, and form, and to all intents and purposes, as I my self might and could do, if I were personally

nally present; ratifying, allowing, and holding firm and stable all and whatsoever my said Attorney shall lawfully do or cause to be done in or about the execution of the premises, by virtue of these presents. In witness, &c.

A Covenant for the levying of a Fine.

ANd the said C. D. for himself, his Executors, &c. and for every of them, doth covenant and grant to and with the said W. G. and F. W. their Executors, Administrators, &c. That the said C. D. or his Heirs shall and will at and before the &c. at the proper cost and charges in the law of the said C. D. his Heirs, &c. according to the usual course of Fines and Recoveries us'd and accustom'd, levy one lawful and sufficient fine, and suffer a lawful and sufficient recovery to be had and made against him the said C. D. and his Heirs, unto the said W. C. and F. W. and their Heirs, or the Survivor of them, or to such other person or persons as they the said W. and P. or the Survivor of them, or their Heirs, shall nominate and appoint, of all that Messuage, &c. (*naming the Lands*) with all and singular their appurtenances, situate and being in C. aforesaid, in the County of B. which said Fine or Fines, Recovery or Recoveries, and all other Assurances and Conveyances to be had, made, levied, acknowledged and executed of the premises, or any part thereof, by the name or names aforesaid, or by any other name or names, or in any other manner or form, shall be, and the said W. C. and F. W. and their Heirs, and all and every other person and persons, and the Survivor of them, and their Heirs, to whom the said fine shall be levied, or acknowledged as aforesaid, shall stand and be seised of all and singular the premises, and every part thereof, to the only proper use and behoof of the said W. and F. and their Heirs for ever, to the intent a lawful and sufficient Recovery may be had of all and singular the premises, and of every part and parcel thereof, according to the true intent and meaning of these presents; which said Recoveries shall be, and shall be always deemed, adjudged and taken to be the only use and behoof of the said W. C. and F. W. and of the Heirs males of their Bodies to be begotten; and for default of such issue, then to the use and behoof of the said W. C. and of his Heirs and Assigns for ever. In witness, &c.

A Covenant to surrender a Copyhold at the next Court.

ANd the said, &c. for himself, his, &c. doth covenant and grant to and with the said, &c. his, &c. that at the next Court holden at the Manor of E. in the County of W. the said R.J. and his wife shall come and personally appear in the face of the said Court, of the said Manor, and in the open face of the said Court, according to the usual custom of the said Manor, shall into the hands of the Steward of the said Court, or his Deputy, surrender, assign, and yield up to the use of the said T. his Heirs, Executors, Administrators and Assigns, all that the right, estate, title, interest and demand, which they now have, or by any means may have, of and in the said Copyhold land and Tenements, with the Appurtenances, called, known by the said name or names of, &c. or any other Lands, Tenements or Hereditaments, which are claimed to be holden by him the said R.J. by Copy of Court-Roll of the said Manor of W. or to the same, or to any part or parcel of the same belonging, or so reputed, esteemed or taken, &c.

A Covenant for a further Assurance.

ANd the said L.M. for himself, his, &c. That he the said L.M. and A. his now wife, and the Heirs of the said L. and all and every other person or persons whatsoever, having or claiming, or which shall or may have or claim, or pretend to have, any manner of right, title, interest or other thing, into or out of the beforementioned premises, or any part or parcel thereof, from and under the said L.M. shall and will from time to time, and at all times hereafter upon every reasonable request, and at the costs and charges in the Law of the said, &c. his Heirs or Assigns, make, do, suffer, acknowledge and execute, or cause to be made, done, acknowledged, suffered and executed all and every such further lawful act or acts, thing and things, device and devices, conveyances and assurances in the Law whatsoever, for the further, better, and more perfect assurance, surety, sure making and conveying of all and singular the said Messuages, Lands, Tenements and Hereditaments, and all other the premises aforesaid, and every part and parcel thereof, unto the said L. B. his Heirs and Assigns for ever; be it by Fine or Fines, with Proclamation, Recovery or Recoveries, with double or single Voucher or Vouchers, Deed or Deeds, enrolled or not enrolled, the enrolment of these presents, release, confirmation with warranty, against all and every person or persons,

persons, or without warranty, or by all, or as many of the ways, means and devices aforesaid, or by any other ways, or means whatsoever, as by the Council learned in the Law, of the said J.B. his &c. shall or may be devised or required, so as the said J. M. and A. his Wife, their Executors, &c. be not enforced or compelled to travel above twelve miles from his or their dwelling place, or the Cities of London and Westminster, for the making, doing and executing thereof, &c.

A Covenant that the Premises are discharged of Incumbrances.

ANd the said A.B. for himself, &c. That the said Messuages, Lands, &c. and all and singular other the Premises, with the Appurtenances, before, in and by these presents granted, bargained, &c. and every part and parcel thereof, at the time of the enfealing and delivery of these presents are, and so at all times hereafter for ever, and from time to time, shall be, remain and continue unto the said T.A. his Heirs and Assigns, clearly acquitted and discharged, or otherwise sufficiently saved and kept harmless, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Joyntures, Dowers, Uses, Wills, Intraills, Rent-Charges, Rent-seek, Arrearages of Rents, Fines for alienation, Statutes, Recognizances, Judgments, Executions, Seisures, Intrusions, Extents, and of and from all and singular other charges, titles, troubles, incumbrances and demands whatsoever, had, made, acknowledged, consented unto, committed, procured, done or suffered by the said A. B. his Heirs, or Assigns, or by any other person or persons whatsoever; the Rents and Services from henceforth to be due to the chief Lord or Lords of the Fee or Fees, whereof the premises are holden, only excepted, &c.

A Covenant that he is lawfully seised in Fee-simple, or fee-tail, and hath power to demise.

ANd the said G.H. for himself, &c. that he the said G.H. at the time of the enfealing and delivery of these presents, is and standeth lawfully seised of an indefeasible estate of inheritance in Fee-simple or Fee-tail, of and in all and singular the before-demised premises, with the Appurtenances, and every part and parcel thereof, without any manner of condition or limitation of use or uses, to alter and change the same: And also that he the said G.H. now hath full power, true title, and absolute authority, to demise, grant, &c. the said, &c. and all

and singular other the premisses, with the Appartenances before demised, and every part and parcel thereof, unto the said J.P. his Executors, Administrators, and Assigns, for the term of, &c. in manner and form as in and by these presents is mentioned, limited and expressed.

A Covenant that the Lessee shall not cut down or sell the Trees, without the consent of the Lessor.

AND the said T.H. for himself &c. that he the said T.H. his, &c. or any of them, shall not at any time hereafter during the said term, commit or cause, procure or wittingly suffer to be committed or done, any manner of wilful waste or destruction, in or upon the Premises, or any part thereof, nor shall cut down, sell, take or carry away any of the woods, underwoods, or Trees growing, standing, or being, or which hereafter shall grow, stand or be, in or upon the premises before demised, or in or upon any part or parcel thereof, without the license, consent, or agreement of the above-named V.B. his Heirs or Assigns, in writing first had and obtained.

A Condition of Arbitrement general and special.

THE Condition, &c. That if the within-bounded R. C. and R.A. their, &c. and every of them, do and shall, for their, and every of their parts and behalfs, in all things well and truly stand to, abide, obey, observe, perform, fulfil and keep the award, arbitrement, order, rule, determination and Judgment of, &c. Arbitrators indifferently chosen, elected and named, as well on the part and behalf of the said R.C. R.A. as on the part and behalf of the within-named R. S. and, &c. to arbitrate, award, rule, decree, and judge of, for, upon, touching or concerning all actions, suits, doubts, and variances concerning, &c. out of the Manor of L. in the Parish of W. in the County of, &c. now in question and controversy, between the said parties; and also for, touching and concerning all and all manner of other suits, quarrels, debts, debates, duties, bonds, specialties, controversies, transgressions, offences, strifes, contentions, reckonings, accounts and demands whatsoever, which between the said R.C. and R.A. on the one part, and the said J.G. the elder, and the said J.S. the younger, and divers other persons on the other part, at any time from the beginning of the world, until the day of the date of these presents, have been had, moved, stirred, or are in any wise depending; so always as the same award, arbitrement or determination, and judgment of the parties, in and upon the same premises, be made and given up in writing

indented

indented, under their hands and seals, ready to be delivered to the said parties, at or in, &c. on or before, &c. That then this, &c.

A Condition for the Truth of an Apprentice; and to restore the value of all such Goods as by proof shall appear he hath imbezelled.

THe Condition, &c. That whereas J. D. &c. Son of, &c. by his Indenture of Apprenticeship to the within-named W. G. hath bound himself to the said W. G. with him to dwell and abide from the Feast of, &c. unto, &c. from thence next ensuing fully to be compleat and ended, as in and by the said, &c. more fully may appear. If therefore the said J. D. the Apprentice do or shall at any time or times hereafter, during the said term of, &c. wilfully waste, imbezle, consume, spend, or make away, or otherwise deliver, or lend upon trust, without ready money, to any person or persons, without the consent of the said W. G. his Master, any of the Goods, Wares, Moneys or Merchandize of the said W. G. his Executors or Assigns: Then if the above-bounden E. M. his Executors or Assigns, or any of them, do and shall within two months next after request made, and notice thereof given, from time to time, during the said term, well and truly pay, or cause to be paid to the said W. G. his Executors or Assigns, the full sum and value of all such Goods, Wares, Money or Merchandize, as by the just and true proofs shall appear the said J. D. to have spent, imbezelled, wasted, consumed or lent, without consent as aforesaid, to the hurt and hindrance of the said W. G. his Executors or Assigns, without fraud or covin: That then, &c.

A Condition to acknowledge satisfaction upon a Judgment.

THe Condition, &c. That if the within-bounden J. P. his Executors, Administrators or Assigns, or any of them, do or shall before the end of *Easter* Term now next coming, after the date within written, by himself, or by his or their lawful Attorneys, in the Kings Majesties Court of Common Pleas, confess and acknowledge satisfaction of all judgments and Executions, as the said J. P. hath recovered in the said Court against W. L. of, &c. Gentleman: That then, &c.

A Condition to make Assurance upon request.

THe Condition, &c. That if the within-bouden H.S. or his Assigns, shall and will at all times hereafter upon reasonable request, and at the costs and charges of the within-named J. F. his Heirs and Assigns, by such lawful act and acts, thing and things, conveyances and assurances in the Law whatsoever, as by the said J. F. his Heirs or Assigns, or his or their Council learned in the Law, shall be reasonably devised, or required, lawfully and sufficiently give, grant, convey, and assure unto the said J. F. his Heirs and Assigns for ever, all that, &c. in the Town and Parish of I. in the County of D. now in the tenure of, &c. clearly acquitted and discharged, or otherwise sufficiently saved and kept harmless, of and from all and all manner of former bargains, sales, charges, titles, troubles and incumbrances whatsoever, had, made, committed, or done by the said H.S. or by any other person or persons whatsoever: That then, &c.

A Condition to find one his Dyet by the Year.

THe Condition &c. That if the within-bouden T. W. his Executors and Assigns, do and shall at his and their own proper cost and charges, find, provide and allow unto J. B. or any Servant of the within-named J. B. in his stead and place, good, wholesome; and sufficient Dyet, and Victuals of Meat and Drink, meet and convenient, and in such sort as is now by the above-bouden T. W. allowed, for the time and space of one whole year, from the Feast of the Nativity of, &c. next ensuing, &c. at or in the now, &c. And if at any time the said J. B. or such said Servant of the said J. B. so to be dieted for the time being, shall absent himself from his said Commons, by the space of six weeks, or more together, at any time or times during the said term; If then and so often as he shall be absent, the said T. W. his Executors or Assigns, do and shall find Dyet and Victuals for the said J. B. &c. for so long time after the end of the said Terms, as they shall have been absent as aforesaid, according to the true meaning of these presents: That then, &c.

A Condition to repay all such Charges as the Tenant shall be at by reason of the payment of his Rent, there being controversy concerning the Title of the House.

THe Condition, &c. That whereas there is a Controversie or question between the above-bound E. H. and others, touching their several rights or interells in the now dwelling House of the above-named T. T. situated, &c. And whereas upon an agreement between the said E. H. and T. T. the said T. T. is contented to pay the Rent of the said House, it being 50 l. per annum, unto the said E. H. as the same shall grow due according to his Lease. If therefore the said E. H. his, &c. do and shall well and truly pay, or cause to be paid unto the said E. T. his Executors or Assigns, all such Rent, sum or sums of money, charges and damages whatsoever, as shall by due proceeding in Law be adjudged or decreed against him the said T. T. his Executors, &c. and all other cost and damages whatsoever, which he the said T. T. shall sustain or be at, by reason of any Actions, Suits or Forfeitures whatsoever, which shall or may happen or be unto the the said T. T. his Executors, Administrators or Assigns, by reason or means of the payment of the said Rent, or any part thereof, unto the said E. H. his Executors, Administrators or Assigns. That then, &c.

A Condition to discharge the Church-Wardens and Parishioners of a Child born in the Parish.

THe Condition, &c. That whereas one M. H. hath of late been delivered of a Man-child within the Parish of, &c. within written, to the which Child the within-bound E. G. by his own voluntary confession doth acknowledge himself to be the Father: If therefore the said E. G. his Heirs, Executors or Assigns, or every or any of them, do from time to time, and at all times hereafter, fully and clearly acquit, discharge and save harmless, as well the within-named J. B. and T. H. Church-wardens of the Parish-Church of, &c. aforesaid, and their Successors for the time being, and every of them, as also all the Inhabitants and Parishioners of the said Parish, which now are or hereafter shall be for the time being, and every of them, of and from all and all manner of costs, charges and expences whatsoever, which shall or may in any manner of wise at any time hereafter arise, happen, come, grow, or be imposed upon them, or any of them, for or by reason or means of the birth, education, nourishing and bringing up of the said Child: And of

and from all other Actions, suits, charges, troubles, impeachments and demands whatsoever, touching and concerning the same, That then, &c.

A Condition for the surrender of Copy-hold Lands, and to cause him to be admitted Tenant.

THe Condition, &c. That if the within bounden J. K. and his Heirs, do and shall at the next Court to be holden for or within the Manor of H. in the County of E. sufficiently and in due form of Law, surrender and yield up unto or for the use and behoof of the within named L. M. his Heirs and Assigns, or of such other person or persons and their Heirs and Assigns, as the said L. M. shall nominate and appoint, All that his Copyhold Messuage or Tenement, and Lands thereunto belonging, containing by estimation sixteen acres, be it more or less, now or late in the tenure or occupation of N. O. or of his Assigns, parcel of the Mannor of H. aforesaid, with all and singular Out-houses, Easements, Commodities, and Appurtenances to the same appertaining, clearly acquitted and discharged of all Dowers and titles of Dower whatsoever, and do then and there also procure and cause the said L. M. or such other person or persons by him to be nominated as aforesaid, to be only and lawfully admitted Tenant of the same premisses, so to be surrendered, according to the custom of the said Mannor; That then this, &c.

A Condition for quiet enjoying a Mannor, according to an Assignment thereof.

THe Condition, &c. That if the within named R. J. his, &c. and every of them, shall or may lawfully, peaceably and quietly have, hold, occupy and enjoy the Mannor of S. with the appurtenances in the County of O. with all Lands, Tenements, Profits, Priviledges, Rents, Court-leet, and Advowson, Woods, Underwoods, and all other Hereditaments thereunto belonging or appertaining, without the let, trouble suit, eviction, disturbance or contradiction of the within bounden W. G. L. G. and M. G. or any of them, their or any of their Heirs, Executors, Administrators, or Assigns, or any of them, or any other person or persons whatsoever, having, claiming, or pretending to have any manner of right, title, interest, propriety, claim, or demand, of, in or to the said Mannor and Premises aforesaid; or of, in and to any part or parcel thereof, by, from or under the said W. G. M. G. and L. G. or either or any of them,

them, according to the tenor, purport, effect and true meaning of one Indenture of assignment, bearing date the, &c. made and sealed by the said W. G. unto the said R. I. of the premises aforesaid, as by the said Indenture may appear: That then, &c.

A Condition for assurance of Lands.

THe Condition, &c. That if the within-bounden W. B. shall upon reasonable request to him to be made by the within-named T. H. his Heirs or Assigns, on this side, and before the Feast day of, &c. next ensuing the date within written, convey and assure unto the said T. H. his Executors and Assigns for ever, one Close of pasture, containing by estimation one acre abutting upon F. towards, &c. one other Close, &c. all which premises are situate, lying and being in the Parishes, Towns and Fields of W. and G. or in some or one of them, in the County of B. by such Conveyances and Assurances in the Law, as by the said T. H. his Heirs and Assigns, or by his or their Council learned in the Law, shall be reasonably devised, or advised and required (discharged of all incumbrances whatsoever, the chief Rents and Services thereof due and payable to the chief Lord or Lords of the Fee or Fees of the premises only excepted) And also if the said W. B. his, &c. and every of them, do and shall, until the said Conveyance and Assurance shall be made and passed as aforesaid, quietly permit and suffer the said T. H. his Heirs and Assigns, to have, receive, perceive and take to his and their own proper uses and behoofs, the rents, issues and profits of all and singular the premises, and of every part and parcel thereof, without any manner of let, suit, trouble, disturbance or contradiction of the said W. B. his, &c. or any of them, or of any other person or persons whatsoever, by his or their, or any of their means, right, title, interest or procurement, and without any account, or any other things therefore to be yielded, paid or done unto the said W. B. his Heirs or Assigns, or to any other person or persons whatsoever: That then this, &c.

A Condition to pay a sum of Money quarterly.

The Condition &c. That if the within-bounden R. M. his, &c. or any them, do well and truly pay or cause to be paid unto the within-named N. D. his &c. the full sum of, &c. at or in the, &c. in manner and form following, (*viz.*) On the, &c. next ensuing the date above-written, the sum of 5 l. thereof, at the

place aforesaid, on, &c. 5 l. more thereof at, &c. on, &c. 5 l. more at, &c. and on, &c. 5 l. more at, &c. and so forth every quarter of a year quarterly, one next and immediately ensuing another, on every of the quarter-days aforesaid, and at the place above-named for payment thereof, 5 l. until the said sum of, &c. shall be in such sort, and after such manner fully satisfied, contented and paid, That then, &c. But if default of payment shall be made, of or in the payment of the said sum of, &c. or any part thereof, contrary to the manner and form above rehearsed, then it shall stand and abide, &c.

A Condition to lend a sum of money at a certain day nominated, for a certain time then following without Interest.

THe Condition, &c. that if the within bounden J. W. and N. Y. or either of them, do and shall on the, &c. next ensuing the date within written, deliver and lend unto the within-named E. P. at or in the, &c. the full sum of, &c. upon the single Bond of the said E. P. until the, &c. day of, &c. next ensuing, without loan, interest, or other considerations to be had for the same: That then, &c.

A Condition for payment of an Annuity.

THe Condition, &c. That if the within-bound T. R. and T. P. or either of them, their or either of their, &c. or any of them, do and shall every year yearly, for and after the Feast-day of, &c. next ensuing the, &c. well and truly pay, or cause to be paid to the within-named J. S. his, &c. one annuity, yearly rent, or sum of, &c. of lawful, &c. at four usual Feasts or terms in the year, That is to say, On the Feast-day of, &c. by even and equal portions, the first payment thereof to begin on the &c. next ensuing the, &c. That then the, &c. But if default shall happen to be made of or in the payment of the said annuity, yearly rent, or sum of, &c. at any of the said Feast-days on which the same ought to be paid at any time during the said term of, &c. contrary to the true intent and meaning of these presents, That then it shall stand and abide in full force, strength and virtue.

A Condition to pay a certain sum of money at a day, and then to put in another surety, for payment of another sum at a day then following.

THe Condition, &c. That if the within-bounden J. G. his, &c. of any of them, do well and truly pay or cause to be paid to the within-named C. D. his, &c. the full sum of, &c. at or in the, &c. on the, &c. and then also do and shall procure and cause another sufficient surety to become bound with him the said J. G. his, &c. unto the said C. D. his, &c. by their obligation in due form to be made, in the penalty of, &c. for the true payment of, &c. more of, &c. then next following, and which shall be in the year of our Lord God 1649. at the place aforesaid, without fraud or coven: That then, &c.

A Condition for performance, concerning Co-partnership of an Award.

THe Condition, &c. That if the within-bounden W. D. his, &c. do for his and their parts and behalfs, in all things well and truly stand to, observe, perform, fulfil and keep the Award, Arbitrement, Order, Final End, Determination or Judgment of A. B. of, &c. and C. D. of, &c. Arbitrators indifferently chosen, elected and named, as well on the part and behalf of the said W. R. as on the part and behalf of the within-named W. J. to arbitrate, award, order, judge, determine, and a final end to make, of, upon, touching and concerning all and every action and actions, suits, variances, sum and sums of money, claims and demands whatsoever, had, moved, depending or stirring, or having been, or now being in question, suit, trouble, or controversy between the said parties, for, by reason or means of any manner of dealing, &c. during the late Co-partnership between the said W. and J. in any manner of wise, so as the same Award, Arbitrement, &c. of the said Arbitrators of and upon the premises, or any part thereof, be made and put in Writing under their hands and seals, ready to be delivered to the said parties, on or before the, &c. next ensuing the, &c. That then, &c.

A Condition to save harmless of a Recognizance taken for one's appearance.

THe Condition, &c. That if the within-bounden J. R. his Heirs, do at all times hereafter, and from time to time, clearly acquit and discharge, or sufficiently save and keep harmless the within-named G. S. and B. N. and every of them, their and every of, &c. against our Sovereign Lord the Kings Majesty, and all others, of and from all and every such Recognizances, wherein and whereby they the said G. S. and B. N. or either of them, stand charged or bound to our Sovereign Lord the Kings Majesty, for the said R. J. or for his personal appearance in his Majesties Court of Record, called the Kings Bench at *Westminster*, in *Trinity Term* next, to answer all such matters as shall be objected against him, and of and for all and every sum and sums of money, matters, thing and things, the said Recognizance and Recognizances, and every of them mentioned or contained, and of and from all actions, suits, costs, losses, troubles, extents and damages, that shall or may arise or grow, touching or concerning the same, or any of them, in any manner or wise: That then, &c.

A Condition to save one harmless, for the bailing of one at two several actions.

THe Condition, &c. That whereas the within named J. D. at the special instance and request of the within bounden W. W. hath main-prized or taken to bail the said W. W. in the Sheriffs Court holden in the Compter in *Woodstreet*, *London*, of and for two Actions, the one of Trespass, and damages xx l. at the suit of, &c. and the other Debt, upon the demand of, &c. at the suit of, &c. as by the Records of the same Court may appear; if therefore the said W. W. his, &c. and every of them, do at all times hereafter, and from time to time, clearly acquit and discharge, or otherwise sufficiently save and keep harmless the said J. D. his, &c. and every of them, an all his and their Goods and Chattels, and every part and parcel of them, against all persons whatsoever, of and for the main-prizing and taking to bail of the said W. W. and of and for the several actions aforesaid, and of and for all actions, suits, costs, troubles, demands, executions and damages whatsoever, that shall or may arise or grow, touching or concerning the premises, or any of them, in any manner or wise: That then this present Obligation to be void, &c.

A Condition for payment of Money, if a man be non-suited.

THe Condition,&c. That whereas one E.G. is admitted to sue in *Forma Pauperis* in his Majesties Court of, &c. against W.W. and A. B. for the recovery of certain Lands and Tenements in the County of K. if the said E. G. shall be Non suited in the said Action, or that the same shall pass against him by verdict, or otherwise, that if the above-bounded A. B. or E. G. their Executors or Assigns, or any of them, do or shall truly pay or cause to be paid, all and singular such costs and charges and sums of money, as by any the Justices of the said Court shall in that case be thought convenient or awarded, without fraud, &c. That then, &c.

A Condition for performance of Covenants.

THe Condition,&c. That if the within-bounded H.W. his, &c. and every of them, do well and truly observe, perform, fulfil, accomplish and keep all and singular the Covenants, Grants, Articles, Clauses, Conditions and Agreements whatsoever, which on his and their parts and behalfs are or ought to be observed, performed, fulfilled and kept, mentioned and comprised in one pair of Indentures of Lease, bearing date within written, made between the within-named E.W. of the one part, and H.W. of the other part, according to the tenor, effect and true meaning of the same Indenture : That then, &c.

A Condition for passing of a Fine.

THe Condition, &c. That if the within-bounded W. E. and A. his now Wife, and the Heirs of the said W. at the costs and charges in the Law of the within-named R. M. his, &c. next ensuing the date, &c. shall levy one fine, &c. in the Court of Common-Pleas at *Westm.* of one Messuage or Tenement mentioned to be demised to the said R. M. in and by one Indenture of Lease, bearing date, &c. made between the said W. E. on the one part, and the said R. M. on the other part, according to the due course of Law, by such name or names and in such manner and form, as by the said R. M. his, &c. or by his or their Council learned in the Law, shall be devised or required, as well for the barring of the said A. from the title of Dower in the premises, as for the better assuring and confirming of the premises unto the said R. M. his, &c. for and during all the said term by the said Indenture of Lease granted, under the Rent in and by the

said Indenture reserved against the said W. E. his Heirs and Assigns, according to the true meaning of the said Indenture: That then, &c.

A Condition concerning a Marriage.

THe Condition, &c. That whereas there is a Marriage (by Gods grace) intended to be shortly had and solemnized between the above-bounden A. B. and E. B. Daughter of F. B. late of G. in the County of C. deceased; if after the said Marriage shall be solemnized between the said parties, it shall happen that the said A. shall die, and her the said E. shall survive, then if the said A. B. shall at the time of his death leave unto the said E. her, &c. at her and their own wills and pleasures, without any claim, challenge, suit, trouble, disturbance, contradiction or demand, of for, in or to the said sum or value of, &c. or of any part or parcel thereof, thereunto to be made by the Executors, &c. of the said A. B. or by any other person or persons whatsoever: That then, &c.

A plain Bill of Debts.

BE it known unto all men by these presents, That I A. B. of &c. do owe and stand indebted unto C. D. of, &c. in the sum, of, &c. of lawful money of *England*, to be paid unto the said C. D. his Executors, Administrators or Assigns, on the, &c. next ensuing the date hereof. To the which payment well and truly to be made, I bind me, my Heirs, Executors and Administrators truly by these present. In witness, &c. I do hereunto set my hand and seal this fourth of *July, Anno Dom. 1648.*

A Bill Obligatory.

BE it known unto all men by these presents, That I A. B. of &c. do owe and am indebted unto C. D. of, &c. in the sum of, &c. of lawful money of *England*, to be paid unto the said C. D. his Executors, Administrators or Assigns, on the, &c. next ensuing the date hereof, at, &c. To the which payment well and truly to be made, I bind me, my Heirs, Executors and Administrators, in the sum of, &c. of lawful money of *England*, firmly by these presents. In witness, &c.

A General Release.

K Now all men by these presents. That I J. K. of, &c. have remised, released, and quit claimed, and by these presents do for me, my Executors, Administrators and Assigns, remise, release, and for ever quit claim unto C. D. of, &c. his Executors, Administrators and Assigns, all and all manner of Actions and Suits, cause and causes of Actions and Suits, Bills, Bonds, Writings and Accompts, Debts, Duties, Reckonings, Sum and Sums of Mony, Controversies, Judgments, Executions and Demands whatsoever, which I the said J. K. ever had, or which my Executors, Administrators and Assigns, or any of us in time to come, can or may have, to, for, or against the said C. D. his Executors, Administrators and Assigns, for by reason of any matter, cause or thing whatsoever, from the beginning of the world, until the day of the date hereof. In witness, &c.

A Release of Errors.

BE it known unto all men by these presents, That I W. A. of &c. for divers good causes and considerations methereunto especially moving, have remised, released and quit-claimed, and by these presents for me, my Heirs, Executors, and Administrators, do remise, release, and for ever quit claim unto E. D. his Heirs, Executors and Administrators, and every of them, all and all manner of Error and Errors, and the benefit and advantage thereof, and of all misprisions of Error and Errors, defects, and wrongful pleadings and proceedings whatsoever, had, made, committed, suffered, omitted and done, at any time or times before the day of the date of these presents, in any action or actions prosecuted and sued by the said E. C. against the said W. A. in any Court or Courts of Record or otherwise; And all Error and Errors in Judgment or Judgments thereof, so that I the said W. A. my Heirs, Executors and Administrators and every of us, shall be for ever hereafter debarred and excluded to sue forth any Writ or Writs of Error or Errors concerning the same. In witness, &c.

A Release of Error concerning a Judgment.

BE it known unto all men by these presents, That I J. W. of, &c. do by this present Writing, for me, my Heirs, Executors and Administrators, remise, release, and for ever quit claim unto F. L. of, &c. Esq; all and all manner of Error and Er-

rors, and misprision of Error and Errors, which are or may be in one Judgment remaining upon Record, in his Majesties Court of Common-Pleas at *Westminster*, against the said J. W. at the suit of the said F. L. for 200 *l.* debt. and three pound thirteen shillings and four pence charges, or thereabouts, or in any the premisses or proceedings of the said Judgment or suit. In witness, &c.

A Release upon the Receipt of a Legacy.

BE it known unto all men by these presents, That I T. B. of &c. have the day of the date hereof received of J. T. Widow, Executrix of the last Will and Testament of, &c. H. T. of, &c. deceased. all that Legacy or sum of, &c. to me the said T. B. by the name of T. B. of, &c. given and bequeathed, of which said sum of, &c. by me received as aforesaid, I acknowledge my self fully satisfied and paid, and thereof, and of every part and parcel thereof, do clearly acquit, exonerate and discharge the said T. W. her Executors and Administrators, and every of them by these presents : In witness whereof, I have hereunto set my hand and seal, &c.

A Release of Lands.

TO all Christian People, &c. Know ye that A. B. of, &c. for divers good causes and considerations him moving, hath remised, released, and for ever quit-claimed; and by these presents for himself and his Heirs, doth fully, clearly and absolutely remise, release, and for ever quit-claim unto C. D. of, &c. in his full and peaceable possession and seizin, and to his Heirs and Assigns for ever, all such right, estate, title, interest and demand whatsoever, as he the said A. B. had, or ought to have, of, in, or to all, &c. that the Mannor of, &c. and, &c. by any ways or means whatsoever. To have and to hold all the said Mannor, &c. unto the said C. D. his Heirs and Assigns, to the only use and behoof of the said C. D. his Heirs and Assigns for ever, so that neither he the said A. B. nor his Heirs, nor any other person or persons for him or them, or in his or their names, or in the name, right or stead of any of them, shall or will by any way or means hereafter have, claim, challenge or demand any estate, right, title, or interest of, in, or to the premisses, or any part or parcel thereof; But from all and every action, right, estate, title, interest and demand of, in or to the Premises, or any part or parcel thereof, they and every of them, shall be utterly excluded and barred for ever by these presents. And also the said A. and his Heirs, the
said

said Mannor, Messuages, Lands Tenements and other the Premises, with the appurtenances, to the said C. D. his Heirs and Assigns, to his and their own proper use and uses, in manner and form afore specified, against their Heirs and Assigns, and every of them, shall warrant, and for ever defend by these presents. In witness, &c.

A Release of Lands, with a Covenant to lead to the use of a Fine.

TO all Christian People, &c. I E. F. of, &c. send greeting- Know ye that I the said E. F. for good and valuable considerations me moving, have given, granted, remised, released and quit claimed, and by these Presents do for me and my Heirs, grant, remise, release, and for ever quit-claim unto T. M. of, &c. (in his full peaceable and quiet possession and seisin being) and to his Heirs and Assigns for ever, all the estate, right, title, interest, use, claim and demand whatsoever, which I the said E. F. now have, or had, or which my Heirs, Executors or Administrators, at any time hereafter shall or may have or claim, of, in, or to all the Messuage, Tenement or Farm, called, &c. in the said County of, &c. or of, and into all and every, or any part or parcel thereof, by force and virtue of any Fine, or other assurance thereof, or any part thereof, acknowledged or made by the said T. M. and G. his wife, to me the said E. F. And I the said E. F. do covenant and grant for me, my Heirs, Executors, and Administrators, to and with the said T. M. his Heirs, Executors and Assigns, that all Fines and other assurances whatsoever, heretofore acknowledged, or levied of the Premises, or any part thereof, by the said T. M. and G. his Wife, to me the said E. F. shall be for ever hereafter, and shall inure to the use of the said T. M. and of the Heirs and Assigns of the said T. M. for ever, And I the said E. F. and my Heirs, and all and singular the Premises unto the said T. M. and his Heirs, to the use aforesaid, against me, my Heirs, &c. shall and will warrant and defend for ever, by these presents. In witness whereof, &c.

A Revocation of uses.

BE it known, &c. That J. T. of, &c. do by this my Present writing, sealed with my seal and subscribed with my name, in the presence of H. S. T. O. C. B. three credible witnesses, whose names are subscribed, revoke, determine, and make void and frustrate, all and every the uses and estates mentioned, raised, created, limited and made, in and by one Indenture of Lease, bearing

bearing date the, &c. in the year of the Reign of, &c. made between me the said T.C. of the one party, and J.B. of, &c. of the other party, of and for the house and site, and all other the Lands, Tenements, and Hereditaments, with their Appurtenances, in the said Indenture mentioned, and of and for every part and parcel thereof. And I do by these presents absolutely limit, determine and appoint, that all and singular the feoffees, parties and persons in the said Indenture mentioned, and their Heirs and Assigns, shall immediately, and from henceforth, stand and be seized of the Site, House, Messuages, Lands, Tenements and Hereditaments in the said Indenture mentioned, and of and in every part and parcel thereof, to the only use and behoof of me the said T. C. my Heirs and Assigns for ever, in a pure and absolute estate in Fee-simple, and to no other use, intent or purpose. In witness whereof, I the said T. C. have to this my present writing put my hand and seal, and subscribed my name in the presence of the said H. S. T.O. C.B. three credible witnesses, whose names are likewise subscribed, the, &c. in the year of the Reign, &c.

A Descendant upon a Statute,

THis Indenture made the, &c. between J. J. of &c. of the one part, and W.G. of &c. of the other part, Witnesseth, That whereas the said W. G. by his Recognizance in the nature of a Statute-Staple, bearing date with these presents, taken and acknowledged before Sir J. L. Knight and Baronet, Lord Chief Justice of his Majesties Court of *Kings Bench Westminster*, is and standeth bound unto the said J. J. in the sum of, &c. payable, as in the said recited Recognizance of Statute-staple may appear: Nevertheless the said J. L. is contented and pleased, and doth for himself, his Executors or Administrators, covenant, promise and agree, to and with the said W. G. his Heirs, Executors and Administrators, by these presents, that if the said W. G. his Heirs, Executors, Administrators or Assigns, or any of them, do well and truly content and pay, or cause to be paid unto the said J. J. his Executors, Administrators or Assigns, the full sum of, &c. on the, &c. next ensuing the date of these presents at or in the, &c. That then the said recited Recognizance or Statute-staple of, &c. shall be truly void and of none effect, or else shall stand and abide in full force and virtue. In witness, &c.

A Defeazance upon a Judgment.

THis Indenture made, &c. Between A. B. of, &c. and W. C. of, &c. Witnesseth; That whereas the said A. B. hath in Trinity-term last, recovered against W. C. the sum of &c. besides cost of suit, in his Majesties Court of *Common-Pleas* at *Westminster*, and thereupon had judgment against the said W. C. as by the Record thereof remaining in his Majesties said Court, more at large it doth and may appear; Nevertheless, the said A. B. is contented and pleased, and doth covenant and grant by these presents, for him, his Heirs, Executors and Administrators to and with the said W. C. his Heirs, Executors and Administrators, That if the said W. C. his Heirs, Executors, Administrators, or Assigns, do and shall well and truly pay, or cause to be paid to the said A. B. his Executors or Assigns, the full sum of, &c. at or in the, &c. That then and in the mean time he the said A. B. his Executors, Administrators, or Assigns, shall not take out any Execution against the said W. C. his Goods, Chattels, Lands or Tenements; And that upon payment of the said sum of, &c. at the day and place above-named for payment, the said A. B. his, &c. at the request, costs and charges in the Law of the said W. C. his Executors, Administrators and Assigns, shall and will acknowledge upon Record, of and for the said Judgment, so as he the said W. C. do make unto the said A. B. his Executors and Administrators, good, lawful and sufficient releases of Errors, and of all misprisions, defaults and imperfections, had, committed, omitted or perpetrated, in or about the said Judgment or Recovery, or any Entries, Pleas, Pleadings, Process, Proceedings, or other matter touching or concerning the same. In witness, &c.

A Defeazance upon a Mortgage of Lands formerly forfeited.

THis Indenture made the, &c. between R. T. of, &c. on the one part, and E. F. of, &c. of the other part, Witnesseth, That whereas the said E. F. by his Indenture bearing date the, &c. for the considerations therein mentioned, did give, grant, bargain, sell, and confirm unto the said R. T. his Heirs and Assigns, all that the Mannor of, &c. with the rights, members and appurtenances thereof, in the County of, &c. and also divers other Lands, Tenements and Hereditaments in the same Indenture specified, in which said Indenture there is contained a Condition or Proviso, to this effect following: That is to say,

say, that if the said E. F. his Heirs, Executors or Assigns, or any of them, do truly pay or cause to be paid unto the said R. T. his Executors, Administrators or Assigns, the full sum of, &c. at or in, &c. that then, and from thenceforth, from and after such full payment had and made in manner aforesaid, the said recited Indenture, and every the covenants, grants, articles and agreements therein contained, shall be utterly void and of none effect, as by the said Indenture, amongst divers Covenants, Grants, Articles and Agreements therein contained, may more at large appear. Which said sum of, &c. was not payed at the day and place of payment before limited for the payment thereof, according to the tenor of the said Proviso or Condition. By reason whereof, the said Mannor, Lands, and other the Premises in the said Indenture mentioned, are absolutely vested and settled in the said R. T. Yet nevertheless the said R. T. is contented and pleased, and doth covenant and grant to and with, &c. that if the said E. F. his Heirs, Executors, Administrators, &c. or any of them, do well and truly content and pay, or cause to be paid unto the said R. T. his Executors, Administrators or Assigns, the full sum of, &c. on the, &c. at, or, &c. That then (upon the said payment of the said sum of, &c. in manner and form aforesaid) and from thenceforth the said recited Indenture of Bargain and Sale made of the said Mannor and other Premises, shall be utterly void, and of none effect; the breach made in non-payment of the said sum of, &c. in the proviso of the said Indenture mentioned, or any other grant or thing therein contained to the contrary thereof, in any wise notwithstanding. And that also upon full payment of the said sum of, &c. that at any time or times after, within the space of seven years then next following, He the said R. T. his Heirs and Assigns, shall and will, at the reasonable request, costs and charges in the Law or the said E. F. his Heirs and Assigns, grant, convey and assure unto the said E. F. for ever, the said Mannor of, &c. with the Appurtenances, and all and singular other the Premises, in and by the said recited Indenture granted as aforesaid, in such manner and form, as by the said E. F. his Heirs or Assigns, or his or their Council learned in the Law, shall be reasonably devised or required, so as in the said conveyance and assurance so to be made by the said R. T. his Heirs or Assigns, there be no further or other warranty, than only against him and his Heirs; and so as also the said R. T. his Heirs or Assigns, be not compelled to travel further than the City of London or Westminster, for the doing and executing of the same assurance. And also that he the said R. T. his Heirs, Executors, or Assigns, shall and will deliver

lives, or cause to be delivered unto the said E. F. his Heirs or Assigns, within six Months next after such payment made, all and every the Deeds, Evidences and Writings which the said R. T. hath, touching or concerning the premises, safe, whole, uncanceled and undefaced. In witness, &c.

Another Defeazance upon a Statute.

THis Indenture made, &c. between H. S. of, &c. of the one party, and the Honourable T. Viscount S. of the other party. Whereas the said J. S. together with G. A. of, &c. is and standeth bound in and by four several Obligations, every of them bearing date, &c. (*reciting the bonds*) as by the same four several Obligations, and every of them, may more plainly appear. And whereas the said T. S. by his Recognizance in the nature of a Statute-staple, bearing date with these presents (*recite also the Recognizance*) as by the same Recognizance or Statute-staple, &c. which said Recognizance or Statute-staple of, &c. is acknowledged and entred into by the said T. S. for the better securing of, as well the said several sums of money before mentioned, and every of them; as also such other sum or sums of money, as shall hereafter grow due and payable for the forbearance and interest of the said several sums of money so already borrowed and lent, or hereafter to be borrowed or lent, unto, or for the said T. S. and every or any of them. Now this Indenture witnesseth, That the said H. S. is contented and well pleased, and doth for himself, his Executors and Administrators, covenant, promise and agree to and with the said T. S. his Executors, Administrators and Assigns, (by these presents, That if the said T. S. his Executors, Administrators and Assigns, or any of them, do and shall well and truly pay or cause to be paid, at or in, &c. as well unto the several persons before named, theirs Executors, Administrators and Assigns, all and every the said sum and sums of money, respectively due, owing or payable unto them or any of them, as aforesaid, at such days or times as the said sum or sums of money shall grow due or payable from time to time, or within the time or space of three months next after request made unto the said T. S. his Heirs, Executors, Administrators or Assigns, for payment of the said sums of money, or any of them; as also all such other sum and sums of money as the said H. L. shall hereafter borrow for, or lend unto or for the said T. S. at such days or times as the said sum or sums of money, or any of them so hereafter to be borrowed and lent, shall be due and payable; or within the time

time and space of three months next after request made to him the said T. S. his Heirs, Executors, Administrators and Assigns, for payment of such sum and sums of money, so as aforesaid borrowed: Together also with such sum and sums of money as shall grow due for the interest and forbearance of the said sum or sums of money so to be borrowed: That then, &c. But if default be made in payment of the said sum or sums of money, or any of them, contrary to the form aforesaid; Then the same statute to remain in full force and virtue. In witness, &c.

A Bill of Sale, with a Proviso, that if the money with allowance be paid by a day, then to be void.

BE it known unto all men by these presents, That I A. B. of, &c. for and in consideration of the sum of 10 l. to me in hand paid at the enfealing and delivery of these presents by C. D. of, &c. Have bargained and sold, and in plain and open Market, according to the Custom of the City of London, have delivered unto the said C. D. these several parcels hereafter mentioned (*viz.*) &c. To have and to hold the said several parcels, and every of them bargained and sold as aforesaid, unto the said C. D. his Executors, Administrators and Assigns, to the only proper use and behoof of the said C. D. his Executors, Administrators and Assigns for ever. Provided always, That if I the said A. B. my Executors, Administrators or Assigns, do well and truly content or pay, or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the full sum of 10 l. 10 s. of, &c. on, &c. next ensuing the date hereof, at or in the, &c. that then, &c. And I the said A. B. for my self, my Executors, Administrators and Assigns, do covenant and grant so and with the said C. D. his Executors, Administrators and Assigns, by these presents, That if default be made of or in payment of the said sum, or any part thereof, contrary to the form aforesaid, That then I the said A. B. my Executors and Administrators, and every of us, shall and will warrant and for ever defend the said several parcels, and every of them, unto the said C. D. his Executors and Assigns, against all men by these presents. In witness, &c.

A Bargain and Sale of Household-stuff.

BE it known unto all men by these presents, That I T.N. of, &c. for and in consideration of the sum of 25 l. of, &c. to me in hand paid at the enfealing and delivery of these presents, by A. R. of, &c. whereof I acknowledge my self fully satisfied and paid, and thereof, and for every part and parcel thereof do clearly acquit, exonerate and discharge the said A. his Executors, Administrators and Assigns, by these presents, Have granted, bargained and sold, and by these presents, do fully, clearly and absolutely grant, bargain, sell, and deliver unto the said A. R. all such goods and household-stuff, and implements of household, and all other things mentioned and contained in a Schedule hereunto annexed, now remaining and being in one Messuage, House or Tenement, and the Garden and Yard thereunto belonging, called *Dales*, situate, lying and being in *Hammer-smith*, in the County of *Middlesex*, and now in the tenure or occupation of the said T.N. or of his Assigns. To have and to hold all and singular the said goods, household-stuff and implements of household, and every of them, before by these presents bargained and sold, or mentioned to be bargained and sold unto the said A. R. his Executors, Administrators and Assigns for ever, to do and dispose of them, and every of them, at his and their will and pleasure. And the said T.N. for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said A. R. his Executors, Administrators and Assigns, by these presents, that he the said T. N. his Executors, Administrators and Assigns, and every of them, all and singular the said goods, utensils, implements of household and household-stuff, before bargained and sold, and every of them, unto the said A. R. his Executors, Administrators and Assigns, against all and every other person and persons whatsoever, shall warrant and for ever defend by these presents. In witness, &c.

A Bargain and Sale of Leases and Goods, on condition to pay Debts and Legacies.

BE it known unto all men by these presents, That I A.T. of, &c. have given, granted, bargained, sold, and by this my present Deed do give, grant, bargain and sell unto R. T. my Son, all my Leases or Lands held by Lease for years, and all my Goods and Chattels, both real and personal, both moveable and immoveable, quick and dead, of what kind soever

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they

they be of, and in whose hands, custody or possession soever they be; To have and to hold to the said R. and his Assigns for ever, to his and their own proper use and behoof for evermore, upon condition following, (that is to say) that the said R. shall well and truly content, and pay, or cause to be contented and paid all my debts whatsoever, and also shall pay and perform, or cause to be performed and paid all my Gifts and Legacies, which I the said A.T. shall ordain and appoint by my last Will and Testament. In witness, &c.

The Form of an Award.

TO all Christian people to whom this present Writing of Award indented shall come. G.M. of, &c. sendeth greeting in our Lord God everlasting. Whereas divers questions, controversies and suits, have been had, moved and depending between J.P. of, &c. of the one party, and R.H. of, &c. of the other party; as well for and concerning the interest and profits of the Rectory and Parsonage of, &c. as also for other causes and actions, for the appeasing whereof either of the said parties have elected and chosen me the said G. M. to be Arbitrator indifferently between them, and to that end have bound themselves either to other by Obligation, in the sum of 100 l. to stand to and abide the Award, Arbitrement and Judgment of me the said G.M. touching the Premises. Now know ye, That I the said G.M. taking upon me the charge of the said Award, and minding that a final end and agreement shall be had and continued from henceforth between the said parties touching the Premises, do make and declare this my Award in manner and form following: That is to say; First, I award, &c.

A Protection in time of Parliament.

FOrasmuch as I have special occasions to employ the Bearer hereof A.B. my Servant, in and about my service and occasions, during this present Session of Parliament: These are therefore to will and require you to forbear to arrest, attach or imprison him the said A.B. but to permit and suffer him peaceably and quietly to go about his business, at his will and pleasure during all this present time of Parliament, without any your suit, arrest or disturbance, as you will answer the contrary at your peril. Given under the hand and seal the, &c.

A Surrender of Copyhold Land, by way of Mortgage.

Memorandum, That the day and year above written E. L. of, &c. did out of Court by the hand of R. G. and J. F. two of the customary Tenants of the said Manor, Surrender by the Rod into the hands of the Lord of the said Manor, two parcels of Land, with the Appurtenances, containing by estimation seven Acres or thereabouts, one parcel whereof lieth in *Hammer Smith*, within the aforesaid Parishes of, &c. Between the Lands of G. L. and R. M. Esq; on the East; and the Lands of G. M. Gentleman, on the West; the Common Sewer on the North; and the Lands of W. H. on the South; and the other parcel of Land, containing by estimation four acres, being in, &c. between the Land of the Bishop of, &c. on the West; the Glebe-lands belonging to the Parsonage of, &c. on the East; the Lands of, &c. on the North; and the Lands of the said E. P. on the South: To the only use and behoof of J. P. his Heirs and Assigns for ever. To have and to hold the said parcels of Land, and every of them, with their and every of their appurtenances unto the said J. P. his Heirs and Assigns for ever, according to the custom of the said Manor. Provided always nevertheless, and upon this condition, That if the said E. L. his Heirs or Assigns, do well and truly content and pay, or cause to be paid unto the said J. P. his Executors, Administrators or Assigns, the full sum of one hundred thirty and four pounds of lawful money of *England*, on the, &c. next ensuing the date within-written, at or in, &c. That then this present surrender to be void and of none effect, or else to stand and abide in full force and virtue.

An Assignment of a Judgment.

TO all, &c. A. C. of, &c. sendeth greeting. Whereas T. W. of, &c. and H. F. of, &c. by their Obligation bearing date, &c. in the tenth year of the Reign of our Sovereign Lord *Charles*, &c. are and stand joyntly and severally bound unto the said A. C. in the sum of, &c. with condition of payment of, &c. on the, &c. then next following, at, &c. as by the same Obligation may appear, which sum of, &c. was not paid at the day and place before expressed for the payment thereof, whereby the said Obligation became forfeited: sithence which time the said A. C. hath commenced her Action of debt upon the said recited Obligation, in his Majesties Court of Kings Bench at *Westminster*, and hath thereupon recovered

and obtained a Judgment of 200 *l.* and 25 *s.* costs of suit, against the said T.W. in *Hilary* Term last past, before the date of these presents. Now know all men by these presents, that she the said A. C. for divers good causes and considerations her thereunto moving, hath constituted and appointed her well-beloved friend T.K. of, &c. her true and lawful Attorney, for her, and in her name to demand, ask, levy, recover, receive and take of the said T.W. his Heirs, Executors, Administrators and Assigns, the said sum of 200 *l.* and 25 *s.* costs of suit: and for default of payment thereof, or of any part thereof, to sue forth one or more Writ or Writs of Execution or any other lawful process whatsoever, and further do and use all other lawful ways and means for the recovery thereof, as by the said Attorney or his Counsel learned in the Law, shall be reasonably devised, advised or required; and the said sum and sums of money so to be had and received upon the said Judgment, or upon any Execution thereon to be prosecuted and taken out, to detain and keep to the only use and behoof of the said T. K. his Executors, Administrators, and Assigns, without any accompt thereof or therefore to be rendred to her the said A. C. And the said A. C. doth hereby covenant, promise, grant and agree, to and with the said T.K. her said Attorney, that at the enscaling and delivery of these presents, the said Judgment is and remaineth unpaid and unsatisfied; and that she the said A. C. nor her Executors, Administrators, or Assigns, nor any of them, shall or will at any time hereafter, release, discharge, or otherwise do, or suffer to be done, any act or thing whatsoever, to discharge or impeach the validity of the said Judgments, without the consent and agreement of the said T.E. in writing under his hand and seal first had and obtained; Nor shall revoke or countermand the authority and power to him by these presents given and granted; she the said A. C. hereby ratifying and approving all and every lawful act and acts, and other proceedings whatsoever, which her said Attorney shall prosecute, commence or sue forth, for, upon, or by reason of the said Judgment; so always that he the said T.K. do and shall at all times hereafter, and from time to time pay and bear all such sum and sums of money, costs and charges of suit, as the said A.C. or her Executors, Administrators or Assigns, shall be compelled to disburse for or concerning the Premises; and do and shall also save, defend and keep harmless and indemnified her the said A. C. her Executors and Administrators, and her and their Lands, Tenements, Goods, Chattels and Hereditaments whatsoever, of and from all and all manner of costs, charges, suits, troubles and detrainments whatsoever, that shall or may happen

happen or come against her the said A. C. her Executors and Administrators, for or by reason of the said Judgment, or any execution thereof had or taken. In witness, &c.

A Letter of Attorney of a Bond.

TO all Christian People, &c. I W.M. of, &c. send greeting. Whereas R.B. of, &c. and J.B. of, &c. by their obligation bearing date, &c. now last past, are and stand bound unto me the said W. M. in the sum of, &c. with condition for the payment of, &c. on the, &c. now next following, as by the same Obligation may appear. Now know ye, that I the said W. M. have hereby made, ordained, constituted and appointed my beloved Friend H.B. of, &c. to be my lawful Attorney and Assignee, for me and in my name to demand and receive the sum of, &c. at the day of, &c. if the same shall be then paid. And if the same shall not be then paid, then to sue for and recover the said sum of, &c. being the penalty of the said Bond: and I the said W.M. shall and will allow and maintain all and every action, plea and process which he the said W. B. shall in my name bring or sue for the obtaining and the recovery thereof. In witness, &c.

An Assignment of a Statute.

THis Indenture made, &c. between J. J. of, &c. on the one part, and T.W. of, &c. on the other part. Whereas T. M. of, &c. by his Recognizance in the nature of a Statute-staple, bearing date, &c. in the 23 year of, &c. taken and acknowledged before Sir J. K. Knight and Baronet, Lord Chief Justice of his Majesties Court of Kings bench, is and standeth bound unto the said J. J. in the sum of 800 l. of, &c. with Defeasance thereupon made, That if the said T. M. his Heirs, Executors, Administrators or Assigns, do pay or cause to be paid to the said J. J. his, &c. the sum of forty pounds of, &c. on the, &c. then next ensuing the date of the said afore-cited Recognizance or, &c. that then the said afore-cited Recognizance should be void, or else to remain in full force and virtue; as in and by the said recited Recognizance, with Defeasance thereupon made, whereunto relation being had, more at large appears; which said sum of 800 l. or any part thereof, was not paid at the day and place for payment thereof, by reason thereof, the said recited Recognizance or Statute-staple of 800 l. became forfeited. Now this Indenture witnesseth, That the said

J. J. for divers good causes and considerations him thereunto especially moving, hath granted, assigned and set over unto the said T. W. his Executors, Administrators, &c. as well as the said recited Recognizance or Statute-staple of 800 l. therein mentioned, as also all the estate, right, title, interest, claim and demand whatsoever, of him the said J. J. in and to the premises. And the said J. J. doth by these presents give and grant unto the said T. W. his Executors, Administrators, and Assigns, full power and authority for and in the name of him the said J. J. his Heirs, Executors and Administrators, but to and for the only use and behoof of the said J. W. his Executors, Administrators and Assigns, to demand, ask and receive of the said T. M. his Heirs, Executors, and Administrators, the said sum of, &c. mentioned, and due in and by the said recited Recognizance or Statute-staple. And if upon demand the said sum of 800 l. be not paid, that then the Statute-staple to prosecute, and sue forth several Writs of Extent, and *Liberate* upon the said Statute, out of the High-Court of Chancery, according to course, as in such case is used, and to use all and every other lawful ways and means for the recovery thereof, as he the said T. W. his, &c. shall think fit and convenient: And the same so recovered and received, to detain and keep to and for the only use and behoof of the said T. W. his Executors, Administrators, and Assigns. And upon receipt thereof, or any other satisfaction or composition therefore to be had, made or given unto the said T. W. his Executors, Administrators or Assigns, by the said T. M. his Heirs, Executors, or Assigns, to acquit, release and discharge the said T. M. his Heirs, Executors and Administrators, and every of them, of, for, from and concerning the said recited Recognizance and Statute-staple, and of and from the sum of money therein expressed. And the said J. J. shall and will ratifie, allow and maintain all and whatsoever lawful act and acts, thing and things, the said T. W. his Executors, Administrators or Assigns, shall do or cause to be done in and about the premises, by these presents granted. And the said J. J. doth for himself, his Executors and Administrators, covenant, promise and grant to and with the said T. W. his Executors, Administrators and Assigns, by these presents, in manner and form following: that is to say, that neither he the said J. J. his Executors, Administrators or Assigns, nor any of them, have, or at any time heretofore hath released, acquitted or discharged the said recited Recognizance or Statute-staple, and sum of 800 l. therein mentioned, or either of them, nor shall nor will, at any time or times hereafter, release, acquit or discharge the

the said recited Recognizance or Statute-staple, or sum of money therein contained, or any suit, writ, plea, process or action, which he the said T. W. his Executors, Administrators or Assigns shall sue, prosecute or commence, upon or by reason of the said recited Recognizance or Statute-staple, in the name or names of the said J. J. his Executors or Administrators, without the special consent or agreement of the said T. W. his Executors, Administrators or Assigns, first had and obtained in writing, under his or their hands and seals. And also that he the said J. J. his Executors and Administrators shall and will at any time or times hereafter, at the reasonable request, cost and charges of the said T. W. his Executors, Administrators or Assigns, make or cause to be made unto the said T. W. his Executors, Administrators or Assigns, all and every such further and other lawful act and acts, thing and things, device and devices, assurance and assurances in the Law whatsoever, for the further, better, and more perfect assuring and assigning of the said recited Recognizance or Statute-staple, and sum of money therein contained, or any extent or benefit thereupon, or any power or authority thereby given or granted unto the said T. W. his Executors, Administrators or Assigns: As by the said T. W. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. In witness;&c.

An Assignment of an Annuity.

TO all Christian People &c. T. D. of &c. sendeth greeting &c. Whereas T. D. of, &c. late Uncle of the said T. D. party to these presents, in and by one Indenture bearing date the, &c. and in the, &c. made between the said T. D. Uncle to the, &c. of the one part, and B. E. and G. C. of, &c. of the other part, purporting certain uses, as in the same Indenture is limited and expressed, Did give and grant unto the said T. D. party to these presents, one annuity or yearly payment of 10*l.* of, &c. *per annum*, for and during the natural life of the said T. D. party to these presents, to begin to be paid yearly to the said T. D. party to these presents, from and after the decease of A. D. late Wife of the said T. D. the Uncle, as by the said Indenture, among divers other things therein contained, more at large appears. Now know ye, that the said T. D. party to these presents, for and in consideration of the sum of &c. to him in hand at and before the enfealing and delivery of these presents by W. P. of, &c. well and truly paid, whereof and wherewith the said T. D. party to these presents, acknowledgeth himself fully satisfied, content-

ed and paid by these presents; and for divers other, &c. Hath given, granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell, assign and set over unto the said W.P. his Executors, Administrators and Assigns, as well the said annuity or yearly payment of &c. as also all the estate, right, title, interest, property, claim and demand, which the said T. D. party to these presents, hath or may, can, might, should or ought to have, of, in, or to the same, by force and virtue of the said Indenture of uses, or any thing therein contained, or otherwise. And the said T. D. party to these presents, for him, his Executors and Administrators, doth covenant, promise and grant to and with the said W.P. his Executors, Administrators and Assigns, by these presents, in manner and form following: That is to say, that he the said T.D. party to these presents, now hath lawful authority to give, grant, bargain and sell the said annuity, in manner and form aforesaid: And that heretofore neither he, nor any other by his appointment, or with his consent, hath made any former bargain, sale, gift, grant, assignment, surrender, extinguishment, charge or incumbrance of the said annuity or yearly payment of &c. or of any part thereof; Nor that he the said T. D. party to these presents, nor any other from or by him, or with his consent, have or hath done, nor hereafter at any time shall do, commit or suffer to be done, any act, deed, or thing whatsoever, whereby the said W. P. his Executors, Administrators or Assigns, shall or may be hindred or letted of or in the having, receiving and enjoying of the said annuity or yearly rent, or any part thereof. And that the said W. P. his Executors, Administrators or Assigns, shall and may from time to time, and at all times from and after the decease of the said A.D. for and during the natural life of the said T. D. party to these presents, lawfully, peaceably and quietly have, hold, use and possess, occupy and enjoy the said annuity or yearly rent of, &c. and every part and parcel thereof, To the only proper use and behoof of the said W. P. his Executors, Administrators and Assigns for ever, without the let, trouble, molestation, interruption or disturbance of him the said T.D. party to these presents, or any other person or persons, by his means, title or procurement. And further, that the said T. D. party to these presents, shall and will from time to time, and at all times hereafter, at the reasonable request, costs and charges in the Law of the said W. P. his Executors, Administrators and Assigns, do or cause, procure or suffer to be done, all such further act and acts, thing and things, for the further assuring of the premisses to the said W. P. his Executors, Administrators and Assigns,

Assigns, for and during the natural life of the said T.D. party to these presents, after the death of the said A.D. as by the said W. P. his Executors or Assigns, or by his or their Council learned in the Law, shall be reasonably devised, advised, or required. In witness, &c.

An Assignment of a Lease.

THis Indenture made, &c. between H. S. of, &c. of the one part, and R.L. of, &c. of the other part. Whereas J.H. of, &c. by his Indenture of Lease bearing date the, &c. for the consideration therein expressed, did demise, grant, set, and to farm let unto the said H.S. all that Messuage or Tenement, called or known by the name of, &c. situate, lying and being in *Fleet-street, London*, and then in the tenure or occupation of the said J.H. together with all water-courses, lights, ways, easements, commodities and appurtenances whatsoever, to the said Messuage or Tenement, and all and singular other the premises thereby granted, or any of them, then made or belonging. To have and to hold the said Messuage or Tenement, and all and singular other the before-mentioned premises, with their and every of their appurtenances, unto the said H. S. his Executors, Administrators and Assigns, from the Feast-day of, &c. last past, before the date of the same Indenture, unto the full end and term of 21 years from thenceforth next ensuing, and fully to be compleat and ended: Yielding and paying therefore yearly, during the said term of 21 years, the yearly rent of, &c. at the four usual Feasts or Terms in the year, that is to say, at the, &c. or within ten days next ensuing any the said Feasts, by even and equal portions, as in and by the said Indenture of Lease, among divers Covenants, Grants, Articles, Clauses and Agreements therein contained, whereunto relation being had, more fully and at large appears. Now this Indenture witnesseth, That the said H.S. for and in consideration of the sum of, &c. to him in hand, at and before the enscaling and delivery of these presents by the said R.L. well and truly paid, whereof and wherewith he acknowledgeth himself fully satisfied and paid; and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said R.L. his Executors, Administrators and Assigns, for ever, by these presents; Hath granted, bargained, sold, assigned and set over, and by these presents doth grant, &c. unto the said R.L. all the estate, right, title, interest, term of years yet to come and unexpired, property, claim and demand whatsoever, which he the said H.S. now hath, or may, might or ought to have or claim of, in or to the before-mentioned premises, and every or any part

part or parcel thereof, with the appurtenances, by force and virtue of the said Indenture of Lease, or any thing therein contained, or otherwise howsoever, together with the said Indenture of Lease. To have and to hold as well the said premises before-mentioned to be demised in and by the said Indenture of Lease, as also all the estate, right, title, interest, use, possession, claim and demand whatsoever of him the said H. S. of, in and to the premises, unto him the said R. L. his Executors, Administrators and Assigns, from the day of the making hereof, for and during all the residue and number of years yet to come and unexpired of the said term of, &c. in and by the said Indenture of Lease granted, in such like, and in as large and ample manner and form, to all intents and purposes, as the said H.S. now hath, or enjoyeth, or may, might or ought to have and enjoy the premises, by force, virtue and means of the said Indenture of Lease, or any thing therein contained, or otherwise howsoever; Together with the said Indenture of Lease as aforesaid. And the said H. S. for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said R. L. his Executors, Administrators and Assigns by these presents, That the said R.L. his Executors, Administrators and Assigns, shall and may lawfully peaceably and quietly have, hold, possess and enjoy the before-mentioned premises, and every part thereof, with the appurtenances, for and during the residue and number of years yet to come and unexpired of the said term of, &c. in and by the said Indenture of Lease granted, without any lawful let, suit, trouble, denial or interruption of him the said H. S. his Executors, Administrators or Assigns, and that freely and clearly acquitted and discharged, or otherwise well and sufficiently saved and kept harmless, of and from all other gifts, grants, bargains, sales, leases, rents, arrearages of rents, forfeitures, re-entries, cause and causes of re-entries, troubles and incumbrances whatsoever, had, made, committed or done by the said H.S. his Executors, Administrators, &c. (the Rents and Covenants in and by the said recited Indenture of Lease reserved, which on the Tenants or Lessees part and behalf of the same premises from henceforth are or ought to be paid, performed and done, only excepted and fore-prized) of which said Rents and Covenants, the said R. L. for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said H.S. his Executors, Administrators and Assigns, by these presents, clearly to acquit and discharge, or otherwise from time to time, and at all times hereafter from henceforth, well and sufficiently save and keep harmless and indemnified the

the said H. S. his Executors, Administrators and Assigns, and every of them, by these presents. In witness, &c.

A Preamble of a Will.

IN-the Name of God, *Amen.* The 16 day of *October*, 1647. in the 23 year of, &c. I G. H. of, &c. being sick and weak in Body, but of sound and perfect Memory, (praise be given to God for the same) and knowing the uncertainty of this life on earth, and being desirous to settle things in order, do make this my last Will and Testament, in manner and form following: That is to say, First and principally I commend my Soul to Almighty God my Creator, assuredly believing that I shall receive full pardon and free remission of all my sins, and be saved by the precious death and merits of my blessed Saviour and Redeemer Christ Jesus; and my Body to the earth, from whence it was taken, to be buried in such decent and Christian manner as to my Executors hereafter named shall be thought meet and convenient. And as touching such worldly Estate as the Lord in mercy hath lent me, my Will and meaning is, the same shall be employed and bestowed as hereafter by this my Will is expressed. And first, I do revoke, renounce, frustrate and make void all Wills by me formerly made, and declare and appoint this my last Will and Testament. *Item*, I give and bequeath, &c.

A Condition to pay money, at the day of Marriage, or day of Death.

THe Condition of this Obligation is such, That if the within-bounden A. B. his Executors, Administrators or Assigns, do well and truly pay, or cause to be paid unto the within-named C. D. his Executors, Administrators or Assigns, at or in the, &c. the sum of, &c. within six Months next after the Solemnization of the Marriage of the above-said A. B. or the day of death and decease of B. C. of, &c. Gentleman, which shall first happen after the date within written, without fraud or covin; That then, &c.

A Condition to deliver Hay and Oats by a day, &c.

THe Condition, &c. That if the within-bounden J. A. his Executors, Administrators or Assigns, do and shall and truly deliver, or cause to be delivered unto the within-named T. J. his Executors, Administrators or Assigns, at, &c. five Cart-loads of good, sweet, well-made and well-dried Hay,

Hay, every load containing, &c. and twenty quarters of sound, wholsom and sweet Oats, good and Merchantable Ware, every quarter to contain, &c. between the Feast-day of St. John the Baptist, and St. James the Apostle, next ensuing the day within written, frank and free, without any thing therefore to be paid, without fraud or covin : That then, &c.

A Condition for performance of Covenants.

THe Condition &c. That if the within-bound L.R. his Executors, Administrators and Assigns, and every of them do and shall at all times hereafter, and from time to time, well and truly observe, perform, fulfil, pay, do and keep, all and every the Covenants, Grants, Articles, Clauses, Proviso's, Payments and Agreements, which on his or their parts and behalfs are and ought to be observed, performed and fulfilled, paid, done and kept, specified and comprised in a certain pair of Indentures of Lease, bearing date within-written, made between the within-named L.R. on the one part, and N. G. on the other part, and that in and by all things, according to the true intent and meaning of the same Indenture : That then, &c.

A Condition for the Truth of an Apprentice.

THe Condition, &c. That whereas J. R. Son of the within-bound E.R. by his Indenture of Apprenticeship bearing date, &c. last past before the date within-written, hath put himself Apprentice unto the within-named H. S. with him to dwell after the manner of an Apprentice, from the, &c. next ensuing the date within-written, for and during the term of, &c. years from thence next ensuing, and fully to be compleat and ended, as by the same Indenture may appear. If therefore the said J. shall well and truly serve and dwell with the said H. during all the said term of, &c. years : And if at any time or times hereafter, during the said term of, &c. the said J. shall by negligence or otherwise, consume, imbezle, waste, lose, mispend, or unlawfully make away any of the moneys, plate, goods, chattels, wares or merchandizes of the said H. S. his Master, or any other person or persons whatsoever, which shall be committed to his charge and custody, then and so often, if he said E.R. his Executors, Administrators or Assigns, or any of them, shall within three months next after lawful proof thereof made, either by confession of the said J.R. or otherwise howsoever, and notice thereof given, either by writing or otherwise, unto the said E.R. his Executors, Administrators or Assigns, make sufficient

ent recompence, satisfaction and payment unto the said H. S. his Executors, Administrators, and Assigns, of and for all such money, plate, goods, chattels, wares, merchandizes, as shall be so duly proved, as aforesaid, to be by the said J. consumed, imbezelled, wasted, lost, mispent, or unlawfully made away. That then, &c.

A Condition to abide the Award of Arbitrators, if they make an Arbitrement; and if not, then to abide the Umpirage of an Umpire.

THe Condition, &c. That if the within-bouden A. S. his Heirs, Executors, and Administrators, and every of them, for his and their parts and behalfs, in all things do well and truly stand to, and abide, observe, perform, obey, fulfil and keep all and every the award, arbitrement, doom, determination, final end and judgment of Sir T. S. of &c. and H. S. of, &c. Arbitrators indifferently nominated, elected and chosen, as well on the part and behalf of the within-bound A. S. as on the part and behalf of the within-named F. F. to award, arbitrate, determine and judge of, for, upon or concerning all and all manner of judgments, executions, actions, suits, cause and causes of action and suits, accompts, reckonings, sum and sums of money, trespasses, strifes, variances, quarrels, controversies, judgments, executions and demands whatsoever, had, made, moving or depending, or having, being and beginning between the said parties at any time or times before the day of the date of these presents. So always, that the said award, arbitrement, doom, determination and Judgment of the said Arbitrators, of, for or upon the Premises, be made or put in writing indented under their hands, and ready to be delivered to the said parties, or to such of them as shall come and require the same of the said Arbitrators, on this side or before, the, &c. And if the said Arbitrators shall make and put in writing indented no such award or arbitrement as aforesaid, for and upon the premises, at or before the said day of, &c. if then the said A. S. his Heirs, Executors and Administrators, and every of them, for his and their part and behalf, in all things do well and truly stand to, abide, obey, observe, perform, fulfil, pay and keep all and every the award, umpirage, arbitrement, determination, final end and Judgment of Sir R. R. of, &c. umpire indifferently elected and chosen on the part and behalf of either of the said parties, to award, arbitrate, determine, and finally to judge of, for, upon or concerning all and singular the aforesaid premises; so always, that the said award, umpirage, arbitrement, determination, final end and judgment of the said umpire
of

of, for, or concerning the same premises, be had and put in writing indented under his hand and seal, at or in the, &c. and ready to be delivered to the said parties, or to such of them as shall come and require the same of the said Umpire: That then, &c.

A Condition that one shall not demise or alien without consent.

THe Condition, &c. That if neither the above-bound R. R. nor his Assigns, nor any of them, do or shall at any time hereafter, demise, grant, bargain, sell, or otherwise do away his or their estate, right, title, interest, claim and demand either in fee-simple, fee tail, or otherwise, to any person or persons whatsoever, of, in or to that the Manor of, &c. in the County of, &c. with the rights, members and appurtenances thereof, in the said, &c. whatsoever, or of, in or to any part or parcel thereof, which he the said R.R. or his Heirs, have, hath or had, may, might, should or ought to have or claim, of, in or to the said Manor, with the appurtenances, without the consent and agreement of the above-named T. J. his Heirs or Assigns, or some of them, to that effect first had and obtained in writing, under his, their, or some of their hands and seals: That then, &c.

A Condition to justify all such actions as shall be commenced by reason of a Letter of Attorney.

THe Condition, &c. That whereas the within-bound J. E. by his Deed, or Letter of Attorney bearing date, &c. hath made and constituted the within-named W. D. his true, lawful and sufficient Attorney, to ask, levy, recover and receive, for him, and in his name, to the only proper use and behoof of the said W.D. his Executors and Administrators, 200 l. of, &c. wherein R.C. of, &c. by his Obligation bearing date, &c. is and standeth bound unto the said J. E. as by the same Letter of Attorney more at large it doth and may appear. If therefore the said J. E. his Executors and Administrators, and every of them, do at all times hereafter, and from time to time, avow, justify and maintain all and every such lawful action and actions, plaints, process, suits, judgments and executions, as the said W. D. his Executors, Administrators or Assigns, or such as the said W. D. his Executors, Administrators and Assigns, shall thereunto assign, name and appoint, shall attempt, commence and pursue in the name of the said J. E. his Executors or Administrators, against the said R. C. his Executors or Administrators, or any of them, upon or by reason of the said recited Obligation. And also that if neither the said J. E. his Executors, or Administrators

nistrators, or any of them, shall hereafter willingly do or procure to be done any manner of act or acts, thing or things, whereby the said Debt of 200 l. or any part or parcel thereof, is or shall be released, or in any wise discharged, or whereby, or by reason whereof, any action or actions, writ, plea, process or execution to be had, attempted, brought or executed, for, touching or concerning the suing for, or recovery of the said sum of 200 l. shall be any ways impeached, abated, with-drawn, delayed or hindred, except it be by and with the consent of the said W.D. his Executors or Administrators, under his or their hands and seals first had and obtained in writing: That then, &c.

A Condition for payment of money yearly, with a clause to find Sureties upon death of any the former.

THe Condition, &c. That if the within-bound R.D. W.D. and R.B. or any of them, their or any of their Executors, Administrators or Assigns, do well and truly pay, or cause to be paid unto the within named J. A. his Executors or Assigns, yearly from henceforth, for and during the term of 21 years, the yearly sum of, &c. at or in, &c. at the four usual feasts or terms in the year; that is to say, at the feast of, &c. or within 20 days next after every of the said feasts, by even and equal portions to be paid. And if it shall happen the said R.D. W.D. or R.B. or either of them, to die or depart his or their natural life or lives before the said term of 21 years shall be fully ended, next after the date within written: If then the said R. D. his Executors or Administrators, do within three months next after request in that behalf to him or them to be made by the said J.A. his Executors, Administrators or Assigns, procure and cause such other sufficient and able person or persons to become bound, and enter into Bond unto the said J. A. his Executors, Administrators or Assigns, by obligation in due form to be made for the same payment of the said yearly sum of, &c. for and during so many years as shall be then to come and unexpired of the said term of 21 years, and with the like clause for putting in other new Sureties, as herein is expressed, as shall be of sufficient ability to answer and pay the sum of money wherein he or they shall so stand bound, if the same should be forfeited: That then, &c.

A Condition to save harmless from Legacies.

THe Condition, &c. That if the with-bound W.W. his Heirs, Executors and Administrators, and every of them, do and shall from time to time, and at all times hereafter, clearly acquit, exone-

exonerate and discharge, or otherwise well and sufficiently save and keep harmless the within-named B. F. his Heirs, Executors, and Administrators, and every of them, and his and their goods, chattels, lands, tenements, possessions and hereditaments, and every of them, as well against the children of R. E. late of, &c. deceased, their Executors, Administrators and Assigns, and every of them, as also against all and every other person or persons whatsoever, of, for, from and concerning all and all manner of gifts, legacies, childrens portions, sum and sums of money, and bequests whatsoever, given and bequeathed unto them, and every or any of them, in and by the last Will and Testament of the said R. E. or otherwise, and of and from all actions, suits, costs, judgments, extents, executions and demands whatsoever, which shall or may at any time hereafter happen to arise, come or grow, to, for or against the said R. F. his Executors, Administrators and Assigns, or any of them, upon or by reason of the same: That then, &c.

A Condition not to molest, sue, or trouble for any matter or cause before past.

THe Condition, &c. That if neither the within-bound A. B. his Executors, Administrators or Assigns, or any other person or persons, for him or them, or in his or their name or names do not any time or times hereafter, molest, sue, vex or trouble the within-named C. D. his Executors or Administrators, or any of them, by any manner of ways or means whatsoever, for, upon, or by reason of any matter or cause whatsoever, had, made, moving or depending between the said parties, from the beginning of the world until the day of the date, within written: That then, &c.

A Condition to seal a Counterpart of an Indenture by a day.

THe Condition &c. That if one A. B. of, &c. shall on this side, and before the first of, &c. seal and subscribe to the Counterpart of one Deed indented, bearing date, &c. made between the within-named W. M. of the one part, and the said A. B. of the other part: and the same so sealed and subscribed, to deliver as his proper act and deed, to the only use and behoof of the said W. M. and also the said Counterpart of the said Deed indented, so sealed, subscribed and delivered by the said A. B. in manner and form, asforesaid, do on this side, and before the, &c. then next ensuing deliver or cause to be delivered unto the said W. M. his Heirs or Assigns, whole, uncanceled, and undefaced, at, or, &c. That then &c.

A Condition for acknowledgment of a Fine.

THe Condition, &c. That if the above-bounded G. S. and A. his Wife, do and shall at and before the, &c. next ensuing the date within-written, at the costs and charges in the Law of the within-named R. P. his Heirs or Assigns, before the Justices of the Court or Common-Pleas at *Westminster*, acknowledge and levy one fine, *sur couteurs de droitz come ceo que ils ont de son done*, &c. unto the said R. P. his Heirs, &c. with Proclamation, according to the Laws and Statutes of this Realm in that behalf provided, of all those Messuages, Lands, Tenements and Hereditaments, with the appurtenances, lying and being in P. in the County of E. which by one Deed indented, bearing date with these presents, are mentioned to be bargained and sold by the said G. S. to the said R. P. his Heirs, &c. and every part and parcel thereof, to the only use and behoof of the said R. P. and of his Heirs and Assigns for ever, according to the true intent and meaning of the same Deed, as by the said R. P. his Heirs or Assigns, or by his or their Counsel learned in the Law shall be reasonably devised and required: That then, &c.

A Condition to deliver an Obligation by a day.

THe Condition, &c. That whereas the within-named T. M. by his obligation bearing date, &c. standeth bound unto the within-bounded P. F. in the sum of 100 *l.* with Condition, &c. as by the same Obligation may appear. If therefore the said F. his Executors, Administrators or Assigns, do or shall on or before the, &c. next ensuing the date within-written, deliver or cause to be delivered unto the said T. M. his Executors, Administrators or Assigns, the said recited Obligation cancelled or to be cancelled: That then, &c.

A Condition to pay money during life.

THe Condition, &c. That if, &c. W. W. his Executors, Administrators or Assigns, or any of them, do or shall yearly, for and during the natural life of A. W. of, &c. well and truly pay or cause to be paid unto the within-named W. M. his Executors, Administrators or Assigns, for and towards the maintenance of the said A. the sum of, &c. at or in, &c. on four days in every year: That is to say, on the, &c. by even and equal portions, the first payment thereof to be made and begin on the, &c. next ensuing the date within-written, he the said W. W. his Executors,

Administrators or Assigns, to his and their use, a sufficient acquittance and discharge in writing under his hand and seal of the mony so paid, and so from time to time received: That then this, &c.

A Condition to assign over a Lease by a day.

THe Condition, &c. That if &c. J. W. in consideration of 300^l. to him in hand paid by the within named P. C. do and shall on this side, and before, &c. next ensuing the date within written, at the costs and charges in the Law of the said P. C. his Executors, Administrators or Assigns, by good conveyance and assurance in the Law, grant, convey and assure unto such person and persons as the said P. C. shall nominate and appoint, as well one Indenture of Lease made by and from A. B. to the said J. W. bearing date, &c. and all Lands, Tenements and Hereditaments therein and thereby demised and granted, as also all the estate, right, title, interest, rent, reversion, property, claim, and demand whatsoever of him the said J. W. of, in or to the premises, clearly discharged of all Incumbrances whatsoever, done or to be done by the said J. W. or any by his means, consent or procurement, except one Lease heretofore made by the said J. W. to one T. T. of the premises, whereupon the yearly rent of 100^l. is reserved, which said yearly rent shall or may from henceforth be paid to the said P. C. or to such person or persons as he shall name or appoint during the continuance of the said Lease; and if the said J. W. do and shall permit and suffer the said P. C. and his Assigns, from time to time, and at all times hereafter, to have, receive and take the rents, issues and profits of the premises; without the let or denials of the said J. W. or his Executors: That then, &c.

A Condition for quiet enjoying of a Messuage.

THe Condition, &c. That if the within-named J. M. his Heirs, and Assigns, and every of them, shall and may for ever from henceforth peaceably and quietly have, hold, use, occupy, possess and enjoy als that Messuage or Tenements and Lands situate, lying and being in, &c. and every part and parcel thereof, mentioned to be bargained and sold by the within-bound R. W. to the said J. M. in and by a certain Indenture of bargain and sale, bearing date the day of the date within written, made between the within-bound R. W. and A. his Wife, on the one part, and the above named J. M. on the other part, clearly discharged, or otherwise sufficiently saved and kept harmless of
and

and from all and all manner of estates, titles, troubles, charges, and incumbrances whatsoever, at any time heretofore had, made, committed, permitted, suffered or done by the said R. W. and A. his Wife, or either of them, or by his or their means or procurement: That then, &c.

A Condition not to do any act to prejudice the Estate of the Oblige in a Lease, &c.

THe Condition, &c. That if the within bound R.R. hath not done, nor that he, his Executors or Administrators at any time hereafter, shall wittingly or willingly do, or assent unto any manner of act or acts, device or devices whereby, or by reason whereof, the interest, estate and term of years, which the within-named H.B. hath of, in or to any the Messuages, Lands, Grounds Tenements or Hereditaments, called, &c. or any part or parcel thereof, is, or shall be alienated, bargained, sold, assigned, determined, avoided or incumbered, or whereby one Obligation or Deed Obligatory, bearing date the, &c. last past before the date within-written, is or shall be discharged, released and made void, or lose any manner of force or strength except it be by and with the assent, consent and agreement of the with-named H. B. his Executors, &c. wherein one R. A. Citizen, &c. standeth bound to the said R.R. in the sum of &c. with a certain condition thereupon endorsed, touching the Messuages, Lands and Tenements called, &c. as by the same may appear: That then, &c.

A Condition to pay Rent during a Lease parol, and at the end to depart, leaving the Goods and household stuff mentioned, &c.

THe Condition, &c. That whereas the above-named T. L. hath by Lease parol, set and to farm let to the above-bound T.D. all that Capital Messuage, &c. for the term of, &c. to be reckoned and accounted from the, &c. at and for the yearly rent of &c. of lawful, &c. payable in form following: That is to say, on the, &c. If therefore the said T. D. his Executors, Administrators, Under-tenants or Assigns, or any of them, do well and truly pay, or cause to be paid unto the said T.D. his Executors, Administrators or Assigns, the said yearly rent or sum of, &c. in manner and form as is before expressed. And also if the said T. D. his Executors, Administrators, Under-tenants and Assigns do at the end and expiration of the said term of, &c. to be reckoned as aforesaid, depart out of the said house, and leave the possession thereof, and other the premises, and leave behind him all such locks, keys bolts hinges doors, casements glasse, gallswindows,

wainscot, dressers, shelves, and other things as now do belong or appertain to the said Messuage, &c. or which at any time hereafter, during the said term, shall be set up, placed, made or provided in or about the same premisses, at the costs and charges of the said T. D. unto the said T. L. his Executors, Administrators or Assigns, That then, &c. But if the default be made in payment of the said rent of, &c. in the manner and form above declared or if the said T. D. his Executors or Assigns. shall not perform the other Clauses and Agreements herein contained, without fraud or coven : That then, &c.

A Condition that he shall enjoy quietly the aforesaid Messuage without interruption of any, during the said Lease parol.

THe Condition &c. That whereas the above-bound T. L. hath the day of the date above written, by Lease parol, demised and to farm-letten unto the above named T. D. all that Capital Messuage, &c. for term of, &c. to be accounted from the, &c. and for the yearly rent of &c. And whereas the said T. D. by his Obligation bearing date the day of, &c. with condition thereunder written for payment of the said rent or sum of, &c. and performing other clauses and things in such manner and form as in the said Condition is mentioned, as in and by the Obligation and Condition before mentioned may more at large appear : If therefore the said T. D. his Executors, Administrators, under-tenants and Assigns, and every of them, shall or may from time to time, and at all times during the said term of, &c. lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy all that the said capital Messuage &c. and Appurtenances thereunto belonging, in as full, large and ample manner, as he the said T. L. had, used or enjoyed the said premisses, without any lawful let, suit, trouble, interruption or disturbance of the said T. L. his Executors, &c. or of any other person or persons by his or their means, act, consent, title, interest, privity or procurement : That then, &c.

A Condition where money is given by a Will to a Wife and her Children, and the money being paid by the Executor to the Husband of the Wife, to be employed for their benefit, the Husband is bound to employ it well, or to re-pay it, &c.

THe Condition, &c. That whereas T. H. of, &c. Gentleman, deceased, did by his last Will and Testament in writing, give and bequeath unto M. one of the daughters of E. H. and now the wife of the above-bound J. S. the sum of, &c. and the sum of, &c. to the four Children of them the said J. and M. which
said

said sum of, &c. together with the said sum of, &c. more, the above named H. H. and W. H. have at and before the enfealing and delivery of this present Obligation, paid and delivered unto the said J. S. to be by him employed in stock, for the benefit and advantage of the said M. and the said four Children. If therefore the said J. S. do and shall from time to time, and at all times hereafter, use his best skill and endeavour to manage and employ the said, &c. in a stock for the best benefit and advantage of the said M. and her said four Children. And if the said J. S. do not, nor shall not employ the said, &c. in good manner as the same ought to be, according to the true intent and meaning hereof: Then if the said J. S. do within six months next after request to him made in that behalf by the said H. H. and W. H. or either of them, their or either of their Executors, Administrators or Assigns, for the use and behoof of the said M. and her said four Children, pay unto the, &c. the full sum of, &c. or the full worth or value thereof, in good and valuable goods and chattels, without fraud or coven: That then, &c.

A Condition to save harmless an Executor, be not meddling with the Executorship.

THe Condition, &c. That whereas W. H. late of, &c. by his last Will and Testament in Writing, did nominate and appoint the within-named J. L. and others, Executors of his said Will: since which time the said J. L. is become sole Executor of the said Will. And whereas the said J. L. hath not at any time or times intermeddled with, had, taken or received any of the debts, goods, household stuff, plate, Chattels or hereditaments, of or belonging to the said W. H. but that the same have been equally divided and distributed to and amongst the, &c. part and part alike. And forasmuch as the, &c. did of their own accord satisfy and pay such Debts, Duties and Legacies, as the said W. H. did owe, give and bequeath, and had and received the acquittances for the same, without the consent of the said J. L. If therefore the said, &c. and every or any of them, their Executors, Administrators and Assigns, and every or any of them, do and shall from time to time, and at all and every time and times hereafter, freely and clearly acquit, exonerate and discharge, or otherwise upon request made, well and sufficiently save and keep harmless and indemnified the said J. L. his Executors, Administrators and Assigns, and his and their goods, chattels and hereditaments, and every of them, of and from all sum and sums of mony, bills, bonds, debts, duties and demands whatsoever, which shall or may at any time or times hereafter,

happen to be demanded or recovered of and from the said J. I. his Heirs, Executors Administrators, or any of them, for or by reason of the Executorship of the said last Will and Testament, and of and from all actions, suits, troubles, costs, charges and demands whatsoever, which shall or may happen, arise, or grow, for or by reason of the same premisses, without fraud or coven : That then, &c.

A Condition to discharge an Executor from an Orphans portion in London, being received without consent.

THe Condition, &c. That wheres A. H. Spinster, one of the Daughters of W. H. late of &c. deceased, hath taken and received the full third part of the sum of, &c. which he the said W. H. left in his house at the time of his decease, his several charges, debts and legacies being paid and discharged out of the said sum of, &c. and her full fourth part of all the goods, plate, chattels, utensils and implements of household, as were belonging unto the said W. H. at the time of his decease, and also her full fourth part of the sum of, &c. which was paid upon Bond due from, &c. For all which said sums of monys, plate, and goods, the within bound R. H. and R. A. have hereby undertaken to acquit, discharge and save harmless the within named R. M. his Executors, Administrators and Assigns. If therefore the said R. H. and R. A. or either of them, their or either of their Executors, Administrators or Assigns, do and shall from time to time, and at all times hereafter, clearly acquit, exonerate and discharge, or otherwise upon request made, well and sufficiently save, keep harmless and indemnified the within named R. M. his Executors, Administrators and Assigns, and his and their goods, chattels and hereditaments, and every of them, as well against the Officers of the City of London for the Court of Orphans, and every of them, and against all and every other person and persons whatsoever ; as also of and from all actions, suits, costs, losses, charges, sum and sums of mony, and demands whatsoever, which shall or may at any time or times hereafter happen to arise or grow, or to be demanded or recovered of and from the said R. M. his Executors, Administrators or Assigns, or any of them, for or by reason of the same several sums of mony and household stuff so by the said A. H. had, taken and received, as aforesaid; and every of them, without fraud or coven : That then, &c.

A Condition to justify all such actions as shall be commenced, by reason of an assignment of a Bill Obligatory.

THe Condition &c. That whereas the within-bound W. E. and M. have by their Deed of assignment, bearing date with the within-written Obligation, assigned and set over unto the above-named R. N. one Bill Obligatory, wherein A. B. of, &c. and C. D. of, &c. are and stand bound unto the said W. E. and M. A. in the sum of, &c. (*recite according to the usual form*) as by the said Bill and Deed of assignment may appear. If therefore the said W. E. and M. A. or either of them, their or either of their Executors, Administrators or Assigns, do and shall at all times hereafter, and from time to time, justify, avow and maintain all and every such lawful action and actions, suits, pleas and process, as the said R. N. his Executors or Assigns shall commence or prosecute against the said A. B. and C. D. or either of them, their or either of their Executors, Administrators or Assigns, in the names of them the said W. E. and M. A. or either of them, for or by reason of the said Deed of assignment, and Bill Obligatory, or either of them, without revoking or releasing the same, or any the persons or sums of money in them mentioned: That then, &c.

A Condition for an hired Servants truth.

THe Condition, &c. That whereas the above-named H. H. hath taken and received into his service the above-bound T. K. If therefore the said T. K. do and shall at all times hereafter, and from time to time, during so long time as the said T. K. shall dwell with the said H. H. well and truly serve the said H. H. his Master, without consuming, imbeazling, wasting, losing, mis-spending, or unlawfully making away any of the money, plate, goods and chattels of the said H. H. his Master, or any person or persons whatsoever which shall be committed to his charge and custody, by reason of his said service. And if the said T. K. shall by negligence or otherwise, consume, imbeazle, waste, lose, mis-spend, or unlawfully make away any moneys, plate, goods and chattels of the said H. H. his Master, or any other person or persons whatsoever, that shall be committed to his charge and custody, by reason of his said service, as aforesaid: Then if the said T. K. the above-bound P. W. and J. K. or any of them, their or any of their Executors, Administrators or Assigns, or any of them do and shall within three months next after the due proof thereof, either by the confession of the said

T.K. or otherwise howsoever; and notice or warning thereof given or left at or in, &c. in writing or otherwise unto or for the said P.W. and J.K. or either of them, make sufficient recompence, satisfaction and payment unto the said H.H. his Executors, Administrators or Assigns, for the said moneys, goods, chattels, so consumed or imbeazled as aforesaid; Then this present Obligation to be void and of none effect, or else, &c.

A Condition to pay Rent reserved upon a Lease.

THe Condition, &c. that if the within bound K.H. his Executors, Administrators and Assigns or some of them, do well and truly pay, or cause to be paid unto the within-named D.F. and J.S. and the Heirs and Assigns of the said J. all that yearly Rent reserved and payable unto the said D.F. and J.S. and unto the Heirs and Assigns of the said J. upon and by virtue of a certain pair of Indentures of Lease, bearing date the day of the date within-written, made between them the said D.F. and J.S. on the one part, and the said R.H. on the other part, at such days and times, by such equal and quarterly portions, and in such manner and form during all the said term thereby granted, as the same in and by the said Indenture is limited and appointed to be paid, without fraud or coven. That then, &c.

A Condition to discharge Executors from the payment of Legacies to Non-age,

THe Condition, &c. That whereas M.H. Widow, by her last Will and Testament bearing date &c. did give and bequeath unto three Sons of M.T. Widow, the sum of, &c. apiece to each of them. And whereas also the within named T.P. at and before the day of the date within-written, hath paid unto the within-bound R.M. to and for the use of the said three Sons of M.T. Widow, (*viz.*) J.H. and M. the said sum of 300 l. given unto them by the said E.H. deceased. If therefore the said R.M. his Executors, Administrators or Assigns, do well and sufficiently save and keep harmless and indemnified the said T.P. and R.F. Executors of the said last Will and Testament, and either of them, their and either of their Executors, Administrators and Assigns, as also their and either of their goods, chattels, lands, tenements, and Hereditaments, as well against the said J.H. and M. and every of them, as against all other person and persons whatsoever, of, or concerning the said legacy of, &c. apiece, to them the said J.H. and M. given and bequeathed

as

as aforesaid. And also do obtain and get sufficient and lawful releases and acquittances, or other discharges from them the said J. H. and M. and of every of them respectively, as they shall attain their full ages of 21 years, or within three months next ensuing their said full ages of, &c. respectively to be made unto the said T. P. and R. F. their Executors, Administrators or Assigns, purporting discharges for their said Legacies given and bequeathed as aforesaid, without fraud or cover: That then, &c.

A Condition to save harmless from a Letter of Attorney.

THe Condition, &c. That if the above-bound A. C. his Executors, Administrators or Assigns, or some of them, do and shall from time to time, and at all and every time and times for ever hereafter, acquit, discharge, save, defend and keep harmless and indemnified the above-named R. N. his Executors, Administrators and Assigns, and his and their goods chattels, Lands, Tenements and Hereditaments, and every of them, of and from all and all manner of actions and suits, costs, charges, troubles, losses, and detriments whatsoever, which shall or may at any time or times hereafter, arise, happen or be, unto, for or against the said R. N. his Executors, Administrators or Assigns, for, concerning, or by reason of one Letter of Attorney, bearing date the day of the date above-written, which the said A. C. hath sealed and delivered unto the said R. N. or any suit or suits commenced, or to be commenced by virtue thereof. And also if the said A. C. his Executors, Administrators or Assigns, do or shall, upon request to him or them to be made, well and truly pay, or cause to be paid unto the said R. N. his Executors, Administrators or Assigns, all such sum and sums of money as the said R. N. his Executors, Administrators or Assigns, shall be compelled to disburse or lay out, for or by reason of any suit or suits, arrests, or other things whatsoever, concerning the premises: That then, &c.

A Condition to pay money at the expiration of an Apprentiship.

THe Condition, &c. That whereas M. C. daughter of, &c. by her Indenture of Apprentiship bearing date with these presents, hath put her self an Apprentice unto the within-bound J. S. and L. his Wife, and with them to dwell and serve, as their Apprentice, from the Feast of, &c. unto the end and term of, &c. from thence next ensuing, and fully to be compleat and ended, as by the same Indenture of Apprentiship more at large apperareth.

appeareth. And whereas also the within-named J. P. the day of the date hereof, hath lent, disbursed and delivered to the said J. S. the sum of 20 l. of &c. to occupy as a stock during the term. If therefore the said J. S. his Heirs, Executors, Administrators, or Assigns, or any of them, do well and truly pay or cause to be paid unto the said M. C. or her Assigns, the full sum of, &c. at the full end and expiration of the said term of seven years, or at the day of the Marriage of the said M. which of them shall first and next happen to be or come after the date hereof, without fraud or coven : That then, &c.

A Condition of an Obligation, wherein one Executor stands bound to another to do his diligence in the execution of a Will, and from time to time to give a just account.

THe Condition, &c. That whereas J. B. of &c. Gentleman, hath named and appointed the within bounden T. A. to be one of his Executors, together with the within-named G. B. If therefore the said T. A. do from time to time, and at all times hereafter, use his utmost diligence and endeavour for the true execution of the said last Will and Testament, according to the trust in him reposed by the said J. B. do also from time to time yearly, until the said last Will and Testament be fully and wholly fulfilled and performed, make by himself, or by some other lawfully authorized by him, a true account to the said G. B. at or in, &c. at any time between the first and last of November, yearly. And if upon the making up of every such account or accounts, the said T. A. his, &c. shall make delivery of the moiety or one half of all sums of money, Goods and Chattels that the said T. A. his, &c. shall have in his or their custodies, or shall have received by virtue of the said Executorship of the said last Will and Testament of the said J. B. That then, &c.

A Counter-Condition for the performance of Covenants.

THe Condition, &c. That whereas the within-named M. M. at the request and desire of the within-bound D. P. together with the said D. P. is and standeth bound in and by one Obligation bearing date within-written, unto E. S. of, &c. in the sum of, &c. for the true observance, performance, fulfilling, paying and keeping of all and every the covenants, grants, articles, clauses and agreements which are contained and specified in one pair of Indentures of Lease, as by the said Obligation appeareth. If therefore the said D. P. his Executors, Administrators or Assigns, and every of them, do
and

and shall from time to time, and at all times hereafter, well and sufficiently save and keep harmless and indemnified the said M.M. his Executors, Administrators and Assigns, and every of them, of and from all actions, suits and demands whatsoever, which shall or may at any time or times hereafter happen to arise, come or grow to or against the said M. M. his Executors, Administrators or Assigns, or any of them, for, upon, or by reason of the said recited Obligation, or any sum or sums of money therein contained, without fraud or coven: That then, &c.

A Condition that the Lessor shall pay money back upon the Lessee's dislike of a Farm,

THE Condition &c. That whereas there hath been communication between the within bound T. B. and the within-named P. C. for and concerning one Farm called A. in the County of S. now in the occupation of the said T. B. to be granted by the said T. to the said P. for the term of six years. If in case the said P. C. shall dislike to proceed in the same, and of such disliking to give notice to the said T. B. before the last day of, &c. next ensuing, at the Messuage of the said Farm: Then if the said T. B. his Executors, &c. do within three days next after such notice of Disliking given, well and truly pay, or cause to be paid to the said P. not only the sum of 6 l. of, &c. to him the said T. delivered at the enscaling hereof, but also do pay or satisfy unto the said P. all such sums of money, and other things, as the said P. hath, or before that time shall have paid, or be at, for the sowing and manuring of the said Farm, or any part thereof: That then, &c.

A Condition for building and setting up a Frame or a House.

THE Condition. &c. That if the within-named E. W. his Executors, Administrators or Assigns, do at his and their own costs and charges, on this side and before the Feast of, &c. next coming after the date above written, not only well work, and substantially erect, build, and set up, or cause to be erected, built and set up one good and substantial new frame or building, of good, new, sufficient and well-seasoned Timber of heart of Oak, to serve for the plat or foundation already set forth or made, within the Messuage or Inn, called or known by the name or sign of the Ship, in the Parish of Saint Clements Daves, in the County of Middlesex, which shall contain from the West towards the East forty foot of Assize, and in breadth from North to South twenty five foot of Assize, and with part thereof,

therefore, which shall extend from the South part of the measure before-mentioned towards the South, shall continue in length 20 foot, and in breadth 18 foot and 12 inches: All which said building shall contain in height three stories and an half, and every story to contain in the height seven foot of Assize at the least: but also do, before the said Feast of, &c. at his like costs and charges, fit and furnish the same building with floors boarded, doors, stairs, pent-houses, and other things pertaining to, or being Carpentry work, with sufficient nails for the same, and hooks and hinges for all the doors: in which said building there shall be such and so many stairs as the within-named P.G. shall appoint, and to be set in such place and places as the said P. shall nominate; and there shall be in the Stories extending West and East, partitions, and three several rooms; and in every room one imbowed window, with such and so many clear windows as the said P. shall appoint: and in every of the stories of the building extending from North to South, one partition, and one room, in every of which rooms there shall be one imbowed window: All which to be well and sufficiently finished, as aforesaid, before the Feast, &c. next coming. That then, &c.

A Condition to save three harmless, which are bound for One by Recognizance to the Chamber of London for Orphan money.

THE Condition of this Recognizance is such, That whereas the within named J. C. J. L. and W. G. at the instance and request of the above bound E. K. together with the said E. K. in the Inner-chamber of the Guildhall of the City of London, are become joyntly and severally bound unto R. B. Chamberlain of the City of London aforesaid, and to his Successours Chamberlains of the same City, in the sum of 350 l. of &c. with condition amongst other Articles in the said Recognizance specified, for the true payment of 300 l. of like money unto the said Chamberlain, or his Successor, to the use of E. and J. Orphans of T. B. late Citizen and Grocer of London, deceased, at such time as they or either of them shall accomplish their several Ages of 21 years, as by the said Recognizance and condition thereof more at large may appear. If therefore the said E. K. his Heirs, Executors, or Administrators, do from time to time, and at all times hereafter, discharge, exonerate, acquit or otherwise well and sufficiently save and keep harmless the said J. C. J. L. and W. G. and every of them, and the Heirs, Executors and Administrators of them, and every of them, and all and singular the Lands, Tenements and Hereditaments, goods and chattels,

of

of, them, and every of them, against the said Chamberlain and his Successors, and against all and every other person or persons whatsoever, of, for and concerning the said Recognizance, and all and singular sums of money, penalties, forfeiture and things whatsoever, in the said Recognizance or Condition thereof, or either of them contained or specified : and also of, for and concerning all and singular actions, suits, judgments, extents, executions, molestations, costs and charges, troubles, incumbrances, and demands whatsoever, which shall or may arise, grow, happen or be, by reason or means of the said Recognizance. And also if it happen the said E. K. before the said sum of 300 l. be fully paid to the said Chamberlain, or his Successors, according to the tenor and purport of the said Condition of the said Recognizance, to decease, or by any means to come to poverty and insufficiency, or himself or his goods and chattels, out of the liberties of the City aforesaid, to absent, withdraw, or purloin : Then if the said E. K. his Heirs, Executors or Administrators, within six months next after such decease, coming to poverty and insufficiency, or such withdrawing, absenting or retaining himself, or his goods or chattels, out of the liberties of the City aforesaid, or upon reasonable request, do make true payment unto the said Chamberlain or Successors, of the same sum of 300 l. to the use aforesaid : and then also within the same six Months, or upon such request, as aforesaid, do cause and procure the said Recognizance, and all extents and executions of the same, to be clearly and lawfully discharged, and made void : That then, &c.

A Condition from the Under-Sheriff to a High-Sheriff, for saving harmless.

THe Condition &c. That whereas the above-named Sir M.G. Knight, Sheriff of the County of B. hath assigned and deputed the above-named R. B. his Under-Sheriff : If therefore the said B. N. the above-bound C. R. and G. D. their Heirs, Executors and Administrators, and every of them, do at all time and times hereafter, save and keep harmless and indemnified, as well the said Sir M. G. his Heirs, Executors, Administrators and Assigns, and every of them, as also the Lands, Tenements, Hereditaments, goods and chattels of the said Sir M. G. of, for, touching or concerning the returns and executions of all such Process, Writs and Warrants of what nature soever they be, as are or shall be hereafter directed to the Sheriff of the said County of B. and shall be brought and delivered, or offered to be delivered to the said B. N. during the term that the said Sir M. G. shall be Sheriff of the said County : And of and from all issues,

issues, fines, and amerciements, which shall happen to be imposed or taxed upon the said Sir M. G. for or concerning the not executing, wrongful executing, or detaining in his hands any Writs, Process, or Warrants; and of, for and concerning all escapes of all and every person or persons that shall be arrested or apprehend by vertue of any such Process, Writ or Warrant, during the time that the said Sir M. G. shall continue Sheriff of the said County of B. And also if the said B. N. C. R. and G. D. their Heirs, Executors and Administrators, and every of them, shall save harmless and indemnified the said Sir G. M. and his Heirs and Assigns, and his and their lands, goods and chattels, of, for and concerning all such accompt and accompts, as the said Sir G. M. is and shall be charged withal, as Sheriff of the said C. of B. to our Sovereign Lord the King, his Heirs &c. in any of his Majesties Courts, and of all sums of mony which shall be levied or received by the said B. N. as under Sheriff of the said Sir M. G. or any Bayliff or other person, by the direction or assent of the said B. N. to the use of the Kings Majesty, his, &c. That then &c.

A Condition to save harmless a Surety from a Bond of Arbitrement.

THe Condition, &c. That if the above-bound A. D. his Executors and Administrators, or any of them, do and shall from time to time, and at all times hereafter, well and sufficiently save and keep harmless and indemnified the above-named G. M. his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods, Chattels and Hereditaments, of, for, from and concerning one Obligation bearing date the day of the date above-written, wherein the said M. G. at the request of the said A. D. is and standeth bound unto R. M. Gentleman, in the sum of 100 l. with Condition there-under-written, that the said A. D. abide the Award of W. M. and T. B. Esquires, Arbitrators, and of and from all Actions, Suits, Arrests, Costs, Charges and Demands whatsoever, concerning the premises, without fraud or coven: That then, &c.

A Condition, if mony be not paid at the day, then to surrender certain Copy-hold lands, &c.

THe Condition, &c. That if the within-bound E. L. do not or shall not well and truly pay or cause to be paid unto the within-named J. P. his Executors, Administrators or Assigns, the full sum of, &c. on the, &c. next ensuing the date within-written, at, &c. according to a Proviso or Condition
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mentioned in a Deed of Surrender, bearing date the day of, &c. Then if the said E. L. and A. his Wife do and shall at the next Court to be holden for the Mannor of, &c. lawfully and absolutely surrender into the hands of the Lord of the said Mannor, to the only use and behoof of the said J. P. his Heirs and Assigns for ever according to the custom of the said Mannor, the said several parcels of Land, with their and every of their Appurtenances in the said Surrender mentioned. And also if the said J. P. his Heirs or Assigns, shall or may peaceably and quietly have, hold, and enjoy the said parcel of Land, and every of them, with their and every of their appurtenances so surrendered as aforesaid, freely and clearly acquitted of and from all and all manner of former and other surrenders, bargains, sales, gifts, grants, troubles and incumbrances whatsoever, and of and from the thirds of the said M. now of the said J. P. That then, &c.

A Letter of Attorney, or an Assignment to receive and keep money due upon a Bond, wherein is a forfeiture, or nomine poenæ upon discharge without consent.

TO all Christian people, &c. I W. S. of, &c. send greeting in our Lord God everlasting. Whereas B. S. of, &c. and R. S. of, &c. by one Obligation bearing date, &c. *Anno Dom. 1647.* are and stand joyntly and severally bound unto the said W. S. in the sum of, &c. with condition there-under written, for the true delivery of 46 Quarters of Rye, as by the said Obligation with condition more at large appeareth. Now know ye, that I the said W. S. as well for and in consideration that the Obligation was made in the name of me the said W. S. only in trust, and for the use of R. S. of, &c. as for divers other good causes and considerations me thereunto moving, have given, granted, assigned, and set over, and by these presents do give, grant, assign and set over unto the said R. S. his Executors and Assigns, as well the said Obligation and sum of, &c. therein mentioned, as also all my right, action and demand to and in the same: Giving, and by these presents granting unto the said R. S. by virtue hereof, my full and whole power and authority, for me, and in my name, but to the only use of the said R. S. his Executors and Assigns, to demand, ask, levy, recover and receive of the said R. S. and R. B. and of either of them, their Executors or Assigns, the said sum of, &c. mentioned and due by the said Obligation, and to use all lawful ways and means for the recovery thereof: and the same so had and received, to detain and keep to his own Use and Behoof, without any account thereof, or therefore to be rendred. And I the said

said W. S. do covenant and agree, that for any act or acts, thing and things whatsoever, by me, or by any other heretofore by my appointment done or committed, or hereafter to be done or committed, the said Obligation now is, and hereafter shall stand and continue in full force and effect, and that neither I the said W. S. my Executors or Assigns, shall nor will acquit, release, or otherwise discharge the payment or delivery of 46 quarters of Rye, to the condition of the said Obligation mentioned, without the special license, consent and agreement of the said R. S. his Executors or Assigns, first had and obtained in writing, under his or their hand and seal. And to the true performance of all and every the Articles and Agreements hereby expressed on the part of me the said W. S. to be done and performed, I bind me, and my Heirs, Executors and Administrators by these presents, in the sum of, &c. (*nominis pame*) to be forfeited and paid unto the said R. S. his, &c. In witness, &c.

A Letter of Attorney to receive Rents.

TO all, &c. I E. D. of, &c. send greeting. Know ye that I the said E. D. for divers good causes me hereunto moving, and especially for the trust and confidence which I have and do repose in C. K. of, &c. have made, ordained, constituted and invested, and in my place and stead by these presents, have put the said C. K. to be my lawful Attorney. for me and in my name, and to the use and behoof of me the said E. D. my Executors, Administrators and Assigns, to ask, demand, levy, recover and receive of G. H. of, &c. the sum of, &c. for one half years rent of and for the Mannor of B. in the County of, &c. due at the feast of, &c. last past before the date hereof: Giving, and by these presents granting unto my said Attorney, by virtue hereof, full power and absolute and Authority, for me and in my name and to and for my use, benefit and commodity, to ask, levy, recover, receive and demand of the said G. H. his, &c. the said rent or sum, of, &c. due and payable as aforesaid. And upon the receipt thereof, or any other agreement on that behalf had and made, for me, and to my use, to make, seal and deliver for me, and in my name, and as my Deed, all and every such acquittance and acquittances, or other discharges, as to the said C. K. shall be thought meet and convenient to be given; And to do, follow, execute and finish for the receipt and recovery thereof, all and every such act and acts, thing and things, device and devices, as to the said C. K. shall be thought fit and convenient, ratifying, allowing, confirming and approving all and whatsoever my said Attorney shall lawfully do or cause to be done in or about the premises by these presents. In witness, &c.

A Letter of Attorney to demise, survey or sell a Manor.

TO all, Sec. Know ye, That we the said G.S. and E.M. for divers good causes and considerations hereunto especially moving, Have made, ordained, constituted, and in our place and stead, put and authorized R.N. and H.B. or either of them our true sufficient and lawful Attorney and Attorneys for us, and in our names, and for the use of us the said G.S. and E.M. to enter into all those the Manors of W.T. and J. with their rights, members and appurtenances, in the County of C. and in the Advowsons of, or belonging to them, or any or either of them, and into every part and parcel thereof: and the same Manors, or either or any of them, for us, and in our names to view and survey: And by these presents, for us, and in our names, do give full power and authority to the said R.N. and H.B. and to either of them, to be our Steward or Stewards of our said Manors, and either of them, and to keep such Court and Courts of Survey, and other such Court-leets, and law days, of and upon the said Manors, or any of them, as our said Attorneys, or either of them shall appoint or shall be by them or either of them thought fit: And the same Manors, and every or any of them, for us, and in our names to bargain, sell, lease or grant to such person and persons, and for such estates, for life or lives, inheritance, or otherwise, and for such sum and sums of money as to our said Attorneys, or either of them, shall be thought meet and convenient to the uttermost and best commodity and profits of us the said G.S. and E.M. and the Deed and Deeds of the same Grant, and Estates so to be made, for us and in our names, to seal, and as our Deed or Deeds, to deliver unto the parties to whom the same shall be so made, or to any other to their use and uses; and counterparts of the same, for us and in our names, to accept and receive: And also all such fines, and other sum and sums of money, as shall grow due for the same, for us and in our names, and to the use of us the said G.S. and E.M. to gather, receive and take, and all such rents, duties, heriots, arrearsages of rents, and profits of Courts as are already, or hereafter shall be due or payable, for, out of, or concerning the Premises, or any of them, to receive: Giving, and by these presents granting to our said Attorneys, and either of them, our full power and lawful authority, touching and concerning the premises, to do, execute, proceed and finish in all things in as ample manner and form, to all intents and purposes, as we the said G.S. and E.M. or either of us, might or ought to do, if we or either of us were then and there personally present: And ratifying and allowing all and whatsoever our said Attorneys, or either of them, shall

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do in or about the premisses, or any of them, according to the true intent and meaning of these presents. In witness, &c.

A Letter of Attorney to deliver a Lease upon the Land.

TO all, &c. I J. M. of, &c. Whereas I the said J. M. have subscribed and sealed one Writing, bearing date with these presents, and hereunto annexed, purporting a Demise unto W. W. of, &c. of all that the Manor of G. with the appurtenances, in the County of Y. and of one Messuage, 300 acres of Land, 100 acres of Meadow, 200 acres of Pasture, and 100 acres of Wood, with the appurtenances, in C. aforesaid, now or late in the tenure or occupation of W. C. his Assignee or Assignees: To have and to hold the said Manor, and all other the premisses, unto the said W. W. his Executors or Assigns, for the term of five years, under the yearly Rent of, &c. as by the said Deed indented may appear. Now know ye, That I the said J. M. for divers good causes and considerations me hereunto especially moving, have made, ordained, constituted and authorized, and in my place and stead by these presents, have nominated and put W. G. of, &c. my true, sufficient and lawful Attorney, for me and in my name, into all that the said Manor of C. and into the said Messuage, 300 acres of Land, 100 acres of Meadow, 200 acres of Pastures, and 100 acres of Wood, with the appurtenances, and into every or any part or parcel thereof, in the name of the whole to enter, and peaceable and quiet possession and seisin thereof for me, and in my name to take, and for every such possession and seisin thereof, or of any part thereof, had and taken, as aforesaid, for me, and in my name, as my act and deed, to deliver unto the said W. W. or his certain Attorney, upon some part of the aforesaid premisses, the said Writing or Deed indented, subscribed and sealed, as aforesaid; And all and every other act and thing requisite and necessary to be done in, about or concerning the premisses, for me, and in my name, to do or cause to be done. In witness, &c.

A Letter of Attorney to keep Court.

KNow all men by these presents, That we P. L. and H. S. of, &c. do hereby authorize, constitute and appoint G. C. of, &c. Gent. our lawful Deputy and Attorney, for us, and in our names to appoint a Steward and Bailiff of and for our Manor of B. and H. or by himself or his sufficient Deputy, so and for our use, to keep Courts within the said Manors, or either of them, and to give admittance upon alienation or death, and to take
and

and receive Attornments of all and every the Tenants thereof, and to and for our use, to assels fines upon such admittances, and for us and in our names, and to our use, to receive the said fines, and also such Heriots as shall be due upon such death or alienation, and likewise to receive all rents and arrearages of rents, and also all amerciements, perquisites and profits that shall arise or grow due to us or any of the said Courts. We do also further authorize and appoint the said G.C. to gather, take up, and seise to our use all waifs, estrays, deodands, out-laws, and felon's goods, which shall happen to arise, be due, or fall within the said Manors, or either of them. Given under, &c. the, &c. In the, &c.

A Letter of Attorney to take possession of Lands newly purchased.

BE it known unto all men by these presents, That I J. H. Citizen, &c. have made, ordained, constituted, authorized and appointed, and by these presents do make, ordain, constitute, authorize and appoint, and in my stead and place by these presents put T. C. of, &c. my true, sufficient and lawful Attorney, for me and to my use, to take and receive quiet and peaceable possession and seisin of and in all that Messuage or Tenement, and all and singular the Lands and Premises thereunto belonging, with the rights, members and appurtenances, situate, lying and being in, &c. lately bargained and sold by B.P. unto me the said J.H. and the same possession so had and taken, to detain and keep, to the only use and behoof of me the said J. H. my Heirs and Assigns, according to the tenor and true meaning of the Indenture whereby the said premises are conveyed unto me, ratifying, allowing and confirming all and whatsoever my said Attorney shall lawfully do, or cause to be done in or about the Premises by these presents. In witness, &c.

A Letter of Attorney, for a Steward of a Manor to receive Rents, with authority to impound and distrain.

TO all &c. I G. K. of, &c. send greeting in our Lord God everlasting. Know ye, that I the said G. K. for and in consideration of the special trust and confidence which I have and do repose in my well-beloved friend C.P. of, &c. Gent. have made, ordained, constituted, authorized and appointed the said C. P. my true, sufficient and lawful Attorney for me and in my name, stead and place, to the only proper use and behoof of me the the said G.K. my Executors and Administrators, to collect, gather,

demand and receive, of all, every or any my Tenants or Farmers, of all, every or any my Lordships, Manors, Lands, Tenements and Hereditaments whatsoever, in the County of G. all and every such sum and sums, money, rents, arrearages of rents, amerciaments, heriots, fines, issues and profits whatsoever, as shall any wise grow due, accrue, be issuing or payable unto me the said G. K. out of all or any my said Lordships, Manors, Lands, Tenements and Hereditaments: And upon the receipt of all, every or any such sum or sums of money, rents and profits, for me and in my name, to make and give Acquittances, or any sufficient discharges to any of my said Tenants or Farmers, requiring the same. And the same sum and sums of money, rents, issues and profits so had and received; to pay and deliver to me the said G. K. my Executors, Administrators, and Assigns, and to be accountable unto me the said G. K. my Executors and Administrators, from time to time, for all, every or any the said sum or sums of money, so as aforesaid, by the said C.P. had, taken and received, at the Feast of Saint *Michael* the Archangel, next ensuing the date hereof, or before the end of *Candlemas* Term then next ensuing; and at the Feast of the *Annunciation* of the Blessed Lady *St. Mary* the Virgin then next ensuing; or before the end and expiration of *Trinity* Term then next ensuing, and to from time to time, at the Feasts and days before prefixed to give and make a true account or accounts to me, during the continuance of the power to him given and granted, as aforesaid. And further, I do by these presents give full power and authority to my said Attorney, at any time hereafter to elect and chuse some one sufficient and able person to be Steward of my Courts of my said Manors &c. and also to place and displace at his will and pleasure, upon just occasion, any Bailiff, or other Officer or Officers whatsoever, as occasion shall require; and also giving, and by these presents granting unto my said Attorney, full power and lawful authority, for me, and in my name, stead and place, and to my use, as aforesaid, for non-payment of all, every, or any my said rents, arrearages of rents, issues, amerciaments, and profits, to distrain, impound, arrest, sue, implead and imprison all, every or any my said Tenants or Farmers, which shall refuse to pay my said Attorney all or any such sum and sums of money, rents, issues and profits by them or any of them respectively due and payable unto me, as aforesaid, and the same persons again to discharge, acquit and release of and from the same, at his will and pleasure. And further to do, or cause or procure to be done in and about the premises, all and whatsoever to the said C.P. shall seem requisite and needful to be done, as effectually

Equally, as if I my self were then and there personally present. And which &c. so to be done, I do hereby covenant and grant, for me, my Heirs &c. to justify, aver and maintain, as fully and perfectly, to all intents, constructions and purposes, as though the same were actually done by my self. In witness, &c.

A Warrant of Attorney to confess a Judgment.

WHereas K. B. Widow, of, &c. Executrix of the last Will and Testament of J. B. Esquire, hath sued out of the High-Court of *Chancery*, an Original Writ of Debt for Two hundred pounds; against me T.H. and J.W. of, &c. Esq; and Sir R.B. of &c. Knight, my Sureties, returnable this *Trinity Term* in the Court of Common Pleas at *Westminster*: These are therefore to require you to appear for me and my Sureties, and to make Declaration for us the said T.H. J.W. and Sir R.B. at the suit of the said K. B. and thereupon to confess a Judgment, either by *non sum informat. nihil dicit*, or otherwise, as you shall think fitting; and this shall be your sufficient Warrant in that behalf. In witness, &c.

A Warrant to acknowledge satisfaction.

Mr T.W.

Whereas in *Trinity Term*, in the Twentieth year of the Reign of our Sovereign Lord King *Charles*, over *England, &c.* there was a Judgment had and obtained in his Majesties Court of Common Pleas at *Westminster* against A.P. of, &c. for, &c. Debt, and &c. Damages and Costs, at the suit of &c. These are to require you to acknowledge satisfaction upon the said Judgment; and this shall be your sufficient Warrant, &c. In witness &c.

Another Warrant to acknowledge satisfaction.

Mr. T.F.

Whereas I heretofore retained you my Attorney, in his Majesties Court of Kings-Bench at *Westminster*, to sue, charge and implead R.E. upon several actions, and a *Habeas Corpus*, depending against him; and whereas you thereupon further proceeded by my direction, to the recovery and entry of four several Judgments, the one of 50 l. debt, and 7 l. 10 s. 8 d. damages; another, &c. another, &c. and the other, &c. for that I have received full satisfaction from the said R. E. for and concerning all those actions and several executions by you in my behalf obtained and entered against him, by force whereof

whereof he remains Prisoner in the custody of the Marshal of his Majesties said Court: These are therefore to will and require you to discharge those several actions by search or otherwise, out of the Entry-Book of the Marshal of that Court, or other Declarations remaining on file there: And further, I do hereby direct and authorize you to acknowledge satisfaction, upon Record, upon the several Judgments above specified and all other Judgments chargeable against him for my satisfaction, and so to release his person out of the Marshals custody, from all causes touching me. And for the doing thereof, this shall be your sufficient warrant and discharge. In witness, &c.

An Assignment of an Annuity.

TO all &c T.D. of &c sendeth greeting: Whereas T.C. of &c. late of &c. Uncle to the said T.D. party to these presents, in and by one Indenture bearing date &c. and in the &c. made between the said T. Uncle of the one party, and B. E. and B. C. Gent. of the other party, purporting certain causes, as in the said Indenture is limited and expressed did give and grant unto the said T.D. party to these presents an annuity or yearly payment of &c. *per annum*, for and during the natural life of the said T.D. party to these presents, to be issuing and going out of the Messuages, Lands, Tenements &c. of the said T.D. the Uncle, situate lying and being in &c. to begin to be paid yearly to the said T. D. party to these presents from and after the decease of A.D. late wife of the said T.D. the Uncle, as by the same Indenture amongst divers other things therein contained, more at large appeareth. And whereas the said A.D. is since deceased. Now know ye, that the said T.D. party to these presents for and in consideration of the sum of &c. to him in hand at and before the enscaling and delivery of these presents by W.P. of &c. well and truly paid, whereof and wherewith he doth acknowledge himself fully satisfied; contented and paid by these presents, and for divers other, &c. hath given, granted, bargained, sold, assigned and set over, and by these presents doth fully, absolutely give grant, bargain, sell, assign and set over unto the said W.P. his executors, administrators or assigns as well the said annuity or yearly payment of &c. as also all the estate, right, title, interest, property claim and demand whatsoever which he the said T.D. party to these presents, now hath or may, can, might, should or ought to have or claim, of, in or to the said annuity or yearly payment of, &c. To have, hold, perceive, receive, take and enjoy, the said annuity or yearly payment of, &c. unto the said W.P. his Executors, Administrators and Assigns, from the day of the date of these presents, for and during the natural life of the said T.D.

T.D. party to these presents, in such like, and in as large and ample manner and form, to all intents and purposes, as the said T.D. party to these presents, now hath, may, might, should, could or ought to have and enjoy the same, by force and virtue of the said Indenture of uses, or any thing therein contained, or otherwise. And the said T.D. party to these presents, for him, his Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said W.P. his Executors, Administrators and Assigns, by these presents, in manner and form following: That is to say, That he the said T.D. party to these presents, now hath full power and lawful authority to give, grant, bargain and sell the said annuity, or yearly rent of, &c. in manner and form aforesaid: And that neither he the said T.D. party to these presents, nor any other person or persons by his appointment, or with his consent, hath heretofore made any former bargain, sale, gift, grant, assignment, surrender, extinguishment, charge or incumbrance of the said annuity or yearly payment of, &c. or any part thereof; Nor, that he the said T.D. party to these presents, nor any other, by, from or under him, or with his consent, hereafter at any time shall do or commit, or suffer to be done or committed, any act, deed, or thing whatsoever, whereby the said W.P. his Executors, Administrators or Assigns, shall or may be letted or hindered, of or in the having, receiving and enjoying of the said annuity, or of any part thereof: And that the said W.P. his Executors, Administrators and Assigns, shall or may from time to time, and at all times from henceforth, for and during the natural life of the said T.D. party to these presents, lawfully, peaceably and quietly have, hold, receive, perceive, take and enjoy the said annuity or yearly payment of, &c. and every part and parcel thereof, to the only use and behoof of the said W. P. his Executors, &c. without the let, suit, trouble, interruption or disturbance of him the said T.D. party to these presents, or any other person or persons, by his act, means, title or procurement. And further, that the said T.D. party to these presents, shall and will from time to time, and at all times hereafter, at the reasonable request, costs and charges in the Law of the said W. P. his Executors, &c. do, cause, procure, or suffer to be done, all such further act and acts, thing and things, device and devices in the Law whatsoever, for the further assuring of the Premises to the said W.P. his Executors, &c. for and during the natural life of the said T.D. party to these presents, as by the said W.P. his Executors, &c. or by his or their Counsel learned in the Law, shall be reasonably devised or advised and required. In witness, &c.

An Indenture for suing forth a Writ of Entry of a Manor, to the intent a Recovery may be had;

This Indenture tripartite, made the &c. between H.E. of, &c. of the first part, W.G. of, &c. of the second part, and A.B. and C.D. of, &c. of the third part, witnesseth, That it is covenanted, granted, concluded, condescended, unto, and fully agreed upon, by and between the said parties to these presents: And the said H. E. doth for himself his heirs &c. covenant, &c. that he the said E. or his &c. before the Feast of &c. at the proper cost and charges in the Law of the said W.G. his Heirs or Assigns, (shall) permit and suffer the said A.B. and C.D. to bring and sue forth out of h. s. Majesty's High Court of Chancery, one Writ of *Entre sur dissein en le poss.* against the said W.G. returnable before the Justices of the Common Pleas at *Westminster*, at a certain day before the said feast of, &c. by which Writ the said A.B. and C.D. shall demand against the said W.G. all that the Manor of, &c. by the name of, &c. or by any other name or names whatsoever, whereunto the said W. G. shall appear before the said Justices, at the said day of return, to be contained in the said Writ, in his own proper person, or by his Attorney sufficiently authorized by the Law for the same; upon which appearance the said A.B. and C.D. shall declare against the said W.G. according to the nature of the said Writ, and that he the said H.E. shall permit and suffer the said W.G. to make defence, and vouch over to warranty the said H.E. and the same E. by himself, or his Attorney sufficiently authorized by Law for the same, shall vouch over to warranty the common vouches, and thereupon imparl, and after the same imparlance in the same Term, shall make default and depart in contempt of the Court, to the intent a perfect Recovery and Judgment in the said Court may be had against the said H. E. of the said Manor and Lands, and all other the premises, according to the course of common Recoveries in such cases used: And further, that the said Recovery and Execution thereupon, so as aforesaid to be had and pursued by the said A.B. and C.D. shall be to the only use and behoof of the said W.G. and of his Heirs and Assigns, and to no other use, intent or purpose whatsoever (A Covenant for Incumbrances.) In witness, &c.

And a Revocation of a Protection during the Parliament.

Whereas by the Right Honourable J. Earl of R. granted a Protection under my hand and seal, unto C. R. Esquire, bearing date on or about the, &c. last past, to endure for

for the time of this present Parliament. Now these presents witness, that for divers good causes and considerations me moving, I do hereby revoke, disannul, and make void the said Protection to all intents and purposes whatsoever, to as the said C. R. shall not from henceforth have any benefit, privilege or advantage thereby, but be therefore and therefrom utterly debarr'd and excluded for ever by these presents. In witness, &c.

A Bargain and Sale of Trees.

THis Indenture made &c. between A. B. of, &c. and T. H. of, &c. of the one part, and G. F. of, &c. of the other part, witnesseth, That the said A. B. and T. H. for and in consideration of &c. to him in hand paid, before the sealing and delivery of these presents, the receipt whereof, &c. have bargained and sold unto the said T. F. one hundred Trees of Oak, to be taken and chosen by the said T. F. his Executors or Assigns, within, amongst and out of the Woods and Trees standing and growing within the Park of S. in the County of, &c. or in or upon the banks or bounds of the said Park (all such Trees as now are already felled and marked, always excepted out of this present bargain and sale:) And the said A. B. and T. H. do, &c. to and with, &c. That it shall and may be lawful to and for the said T. F. his Executors and Assigns, at seasonable times in the year, at his and their free liberty, wills and pleasures, before the Feast of, &c. to fell, cut down, take and carry away the said Trees, before by these presents bargained and sold, and every of them; so that the said G. F. his Executors and Assigns, at his and their, or any of their proper costs and charges, do from time to time, make up and repair all such Breaches and Hurts as he or they shall commit or do, or cause to be committed or done in any of the hedges, pales or ditches of or belonging to the said Park, or any the grounds thereunto belonging or adjoining, for or by reason of the felling, cutting down, carting or carrying away of the said Trees, or any of them, and so that all the said Trees, and every of them, before bargained and sold, be carried and rid off, from and out of the said Park, and bounds thereof, before the said Feast of, &c. And the said A. B. and T. H. all the said Trees before bargained and sold to the said T. F. in manner and form as aforesaid, against all men, at all times, shall warrant, and for ever defend. And it is further agreed and declared between the said parties, That all such and so many of the said Trees before mentioned, bargained and sold, as shall remain, and not be carried away out of the said

said Park, and bounds thereof, before the said term of, &c. shall from thenceforth remain and be to the only use of the said A. B. and T.H. their Executors and Assigns, any thing before mentioned to the contrary in any wise notwithstanding. In witness, &c.

An Indenture of Lease of a House and Lands in the Country:

THis Indenture made, &c. between A. B. of, &c. of the one party, and C. D. of, &c. of the other party, witnesseth, That the said A. B. for and in consideration of the Rents and Covenants hereafter in and by these presents reserved and contained, which on the part and behalf of the said C. D. are and ought to be paid, done, performed, fulfilled and kept: Hath demised, granted, betaken, and to farm-letten, and by these presents doth demise, grant, betake, and to farm let unto the said C. D. all that Messuage or Tenement, &c. And also that Close of Meadow ground called, &c. and all that, &c. which said premises now are in the tenure or occupation of the said C. D. or his Assigns, situate, lying and being in the said Parish of, &c. Except and always reserved out of this present Demise and Grant, all Trees, Woods, and Underwoods, now standing, growing or being, or which hereafter shall stand, grow or be in or upon the same Premises, and free liberty of ingress, egress, regress, way and passage to and for the said A. B. his Heirs and Assigns, and his and their workmen and servants, at any seasonable time or times in the year, to come in and upon the demised premises, and every or any part thereof, to fell, cut down, lop and top the same Trees, and every or any of them: And the same Trees, lops and tops, with Carts and Carriages, to rake, load, bear and drive away, at his and their wills and pleasures. To have and to hold the said Messuage or Tenement, Close of Meadow, and, &c. and all and singular other the before mentioned premises to be demised, with the appurtenances, (except before excepted) unto the said C. D. his, &c. from the Feast of St. Michael the Archangel last past before the date of these presents, for and during, and unto the full end and term of Twenty and one years from thence next ensuing, fully to be compleat and ended: Yielding and paying therefore yearly, and every year, during the said Term of One and Twenty Years, to the said A. B. his, &c. at or in, &c. the yearly rent or sum of, &c. at two of the most usual Feasts or Terms of payment in the year: That is to say, the Feast of, &c. by even and by equal portions. And the said C. D. for himself, his, &c. that the said C. D. his

his, &c. or some of them, shall and will well and truly pay, or cause to be paid unto the said A. B. his, &c. at or in, &c. the said yearly rent of, &c. during the said term of, &c. on the Feast aforesaid, or within fifteen days next ensuing either of the said Feasts, by even and equal portions, in manner and form aforesaid; And that he the said C.D. his, &c. or some of them, at his and their own proper cost and charges, shall and will from time to time, and at all times hereafter, when and as often as need shall require, during the continuance of this present Demise, well and sufficiently repair, support, maintain, uphold, hedge, ditch, scowr, fence, amend and keep the said Capital Messuage or Tenement, and all and singular the before-mentioned to be demised Premises, and every part and parcel thereof, in, by and with all and all manner of needful and necessary reparations, paling, hedging, ditching, fencing and amending whatsoever (principal Timber only excepted) and the said Messuage or Tenement, and all and singular other the before-mentioned to be demised Premises, with the appurtenances, being so well and sufficiently repaired, supported, maintained, upholden, ditched, hedged, fenced, amended and kept, together with such household stuff, and appurtenances of household, as are mentioned in a Schedule hereunto annexed, in as good case and plight as the same now are (reasonable wearing only excepted) in the end of the said term of One and twenty years, or other sooner determination of this present Lease, shall and will peaceably and quietly leave, surrender and yield up the same unto the said A. B. &c. And also that it shall and may be lawful to and for the said A. B. his, &c. with Workmen and others in his or their company, or without, twice in every year yearly, during the said term or oftner to come into and upon the before-demised Premises, and every or any part thereof, there to view, search and see the estate and condition of the reparations of the same. And upon every such view or search, to give leave or notice in writing at the said demised Messuage, to or for the said C.D. his, &c. of all defaults and lacks of reparations, then and there found, to repair and amend the same, within six months after such view made, and notice given as aforesaid; within which time and space of six months he the said C.D. &c. doth covenant, promise and grant, to and with the said A.B. his, &c. by these presents, well and sufficiently to repair and amend the same. And further, the said C.D. for himself, his, &c. that he the said C.D. his, &c. shall and will from time to time, and at all times during the continuance of this present Demise, bear, pay, discharge and discharge all such Tithes, Church duties, Taxes, Subsidies, and other payments what-

whatsoever, wherewith the same Premises, and every or any part thereof, shall or may be charged, or liable to pay, during the said term (except the Quit rent due for the said Messuage to the Lord of the Manor of *Harrow*) and therefore shall and will acquit and discharge the said A.B. his, &c. and also the said demised Messuage and Premises, and every part and parcel thereof. And also that he the said C.D. his, &c. shall and will well and truly pay, or cause to be paid unto the said A.B. his, &c. the full sum of 10 *l.* of, &c. over and above the said yearly rent of, &c. for every Acre or Acres of Land that shall be at any time or times hereafter, during the continuance of this present Demise, ploughed, digged, broken up or carried in the said Closes, called, &c. or any of them, or in any other of the said Closes not heretofore digged, ploughed or broken up; and so proportionably according to the rate of Ten pounds every acre of Land, and according to the rate for every acre or part or parcel of an acre of Land for every time, every or any acre or acres, part or parcel of acre or acres shall be so ploughed, digged, or broken up and carried in any of the said Closes, the same to be paid unto the said C.D. his, &c. at such days and times as the yearly rent hereby is reserved and appointed to be paid, according to the true intent and meaning of these presents. And further, that neither the said C.D. his Executors, Administrators or Assigns, shall or will at any time or times during the continuance of this present demise, fell, cut down, lop or top any of the Timber-Trees, or any other Trees, now standing, growing, or being, or which hereafter shall stand, grow, or be in or upon the said demised Premises, or any part thereof, without the goodwill and license of the said A.B. his, &c. in that behalf first had and obtained in writing, under his or their hands and seals; nor shall demise, grant, let, sell, assign and set over the said demised Messuages and other the Premises, or any part thereof, or his or their estate or term of years, or any part thereof, of in or to the same Premises, during the term by these presents granted, to any person or persons whatsoever, except it be by and with the consent and agreement of the said A.B. his, &c. in that behalf first had and obtained in writing, under his or their hands and seals. Provided always, and it is covenanted, granted, concluded and fully agreed upon, by and between the said parties to these presents, That if the said A.B. his, &c. or any of them, shall at any time or times hereafter, during the said term of 21 Years, be minded and desirous to have again, resume and take the said Messuage or Tenement, and all and singular other the before-demised Premises, with the appurtenances, into his or their hands and possession, before the expiration of this present

sent Lease, and of such his or their desire to give notice in writing unto the said C.D. his, &c. at any of the days or times of payment, wherein or whereat the said yearly Rent hereby reserved is appointed to be paid: That then the said yearly rent shall determine at the end of one whole year next after such notice given, to have again the said Messuage, and all other the before demised premises: And that then also at the next Feast, or time of payment, which shall be one whole year next ensuing such notice or warning given, as aforesaid, and from thenceforth, this present Indenture of Lease, and every Covenant, Article and Agreement herein contained, shall cease, determine, and be utterly void, and of none effect, as if these presents had never been had or made; And that then, and from thenceforth, and at any time or times afterwards, it shall and may be lawful to and for the said A.B. his, &c. into all and singular the before-demised premises, and every part thereof, wholly to re-enter, and the same to have again, re possess and enjoy, as in his or their first and former estate, any thing in these presents contained to the contrary thereof, in any wise notwithstanding. And the said A.B. doth for himself, his &c. covenant, promise and grant to and with the said C.D. his &c. and every of them, by these presents, That if the said C.D. his &c. or any of them, shall at any time or times hereafter, during the time and term by these presents granted, desire to depart from the said Messuage or Tenement, and premises hereby demised, and to surrender and yield up the same premises unto the said A. B. his, &c. and of such his or their desire to give warning in writing under his or their hands to the said A. B. his &c. at the house of the said A.B. at any of the Feasts or Days of payment aforesaid, one whole year before he or they shall depart from the Premises: And do and shall accordingly surrender and yield up the said Premises unto the said A.B. his, &c. well and sufficiently repaired, hedged, ditched, amended, pale and fenced, as the same ought to be, together with the said implements of household, according to the true meaning of these presents, That then upon such warning given and surrendered, or other assurance made of the premises, as aforesaid he the said A.B. his, &c. shall and will accept the same, and take into their hands and possession the said Capiral Messuage or Tenement, and all other the premises, with their Appurtenances, according to the true intent and meaning of these presents. Provided also, if it shall happen the said yearly rent, or sum of, &c. or any part thereof, to be behind and unpaid, in part or in all, by the space of ten days next over or after any of the Feasts or Days of payment aforesaid, wherein the same ought to be paid, as aforesaid, being lawfully demanded; or if

the

the said C.D.his, &c. do not well and truly observe, perform, fulfil, pay and keep all and every the Covenants, Articles, Payments and Agreements in these presents contained, which on his and their parts are and ought to be observed, performed, paid, done, fulfilled and kept, that then in any of the said cases, and from thenceforth at any time after, it shall and may be lawful to and for the said A.B.his, &c. into the said capital Messuage or Tenement, and all and singular other the premises, with the appurtenances, (and every part thereof, wholly to re-enter, and the same to have again, retain, re-possess, and re-enjoy, as in his and their first and former estate, and the said C.D.his, &c. thereout, and from thence utterly to expel, put and amove; this Indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding. And lastly, the said A. B. for himself, his, &c. that he the said C.D. his, &c. and every of them, paying the said yearly Rent of, &c. and paying, doing and performing the covenants, payments, provisos and agreements in these presents mentioned, which on his or their parts are or ought to be paid, done performed and kept, according to the true intent and meaning of these presents, shall or may lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, and all other the premises before by these presents demised (except before excepted) for and during all the said term of years before granted, without any lawful let, suit, trouble, or al, eviction, interruption or disturbance of the said A.B. his Heirs &c. or any of them, or any other person or persons whatsoever, lawfully claiming by, from, or under him, them, or any of them. In witness, &c.

An absolute Bargain and Sale of a House and Land.

THis Indenture made, &c. between A B. of, &c. of the one part, and C. D. of, &c. of the other part, Witnesseth, That the said A.B. for and in consideration of the sum of, &c. to him in hand, at and before the enscaling and delivery of these presents, by the said C.D. well and truly paid, the receipt wherof he the said A.B. doth hereby acknowledge himself therewith fully satisfied and paid, and thereof, and of every part and parcel thereof, doth clearly acquit, exonerate and discharge the said C. D. his Heirs, Executors and Administrators for ever by these presents, Hath given, granted, aliened, bargained, sold, enfeoffed and confirmed, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell, alien, enfeoff and confirm unto the said C.D.his &c. for ever, all that the, &c. with all and singular its rights, members jurisdictions and appurtenances, together with all houses, edifices,

ices, buildings, barns, stables, orchards, gardens, yards, back sides, easements lands, tenements, meadows, feedings, pastures, woods, under woods, ways, emoluments, profits, commodities, common of pasture, hereditaments and appurtenances whatsoever, to the said Messuage, or Tenement, and Premises, or to any part or parcel of them belonging, or in any wise appertaining; all which said Messuage, Lands, Tenements, Feedings, Pastures, Closes and Hereditaments, with their and every of their rights, members and appurtenances whatsoever, before, in and by these presents mentioned or intended to be granted, are situate, lying and being within the Township of H. aforesaid, in the County of, &c. and now or late in the tenure or occupation of the said A. B. or of his Assignee or Assignees; and the reversion and reversions, remainder and remainders, of all and singular the before-mentioned premises, and all rent and rents reserved upon any grant and grants, demise and demises made of the premises, or of any part or parcel of them; and also all the estate, right, title, interest, possession, property, claim and demand whatsoever of him the said A. B. in or to the same; all deeds, writings, evidences, charters, transcripts of fines, court-rolls, escripts and monuments whatsoever, touching or concerning the premises, or any part or parcel of them. To have and to hold the said Messuage or Tenement, and all and singular other the premises hereby granted, bargained and sold, or mentioned to be herein, or hereby granted, bargained and sold, with their and every of their rights, members and appurtenances whatsoever, unto the said C. D. his Heirs and Assigns, to the only proper use and behoof of the said C. D. his Heirs and Assigns for ever. And the said A. B. for himself, and his Heirs, &c. the said Messuage or Tenement, and all and singular other the premises before granted, bargained and sold, with the appurtenances, unto the said C. D. and his Heirs, to the only proper use and behoof of the said C. D. his Heirs and Assigns for ever, against him the said A. B. his Heirs and Assigns, and all and every other person and persons whatsoever, lawfully claiming by, from or under him, them or any of them, shall and will warrant, and for ever defend by these presents. And the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree, to and with the said C. D. his Heirs and Assigns, and every of them, by these presents, in manner and form following: That is to say; That he the said A. B. at the time of the enfeoffing and delivery of these presents, is, and until a good, pure, perfect, and absolute estate of Inheritance of all and singular the before-granted premises, and every part thereof, shall be fully vested,

setled and executed, in and upon the said C.D. and his Heirs, according to the true meaning of these presents, shall remain, continue, and be seised of, and in the said Messuage or Tenement, and all and singular other the premisses in and by these presents granted, bargained and sold, with all and every their rights, members and appurtenances, of a good, pure, perfect, and absolute estate of inheritance in Fee-simple, without any condition, reversion, remainder or limitation of any use or uses, estate or estates, in or to any person or persons whatsoever, to alter, change, defeat, determine or make void the same. And that the said A.B. at the time of the enfealing and delivery of these presents, hath full power, good right, and lawful authority, to grant, bargain, sell and convey, and all and singular the before hereby granted, or mentioned to be granted premisses, with their and every of their appurtenances, unto the said C. D. his Heirs and Assigns, in manner and form aforesaid. And that he the said C.D. his Heirs and Assigns, and every of them, shall or may by force and virtue of these presents, from time to time, and at all times for ever hereafter, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, and all and singular the before-granted premisses, with their and every of their rights, members and appurtenances; and have, receive and take the rents, issues, and profits thereof, to his and their own proper use and behoof for ever, without any lawfull let, set, suit, trouble, denial, interruption, eviction or disturbance of the said A.B. his Heirs or Assigns, or of any other person or persons whatsoever, lawfully claiming, by, from or under him, them, or any of them, or by his or their means, act, consent, title, interest, privity or procurement. And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise from time to time well and sufficiently saved and kept harmless by the said A. B. his Heirs, Executors or Administrators; of and from all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, joynitures, dowers, title of dower, statute-merchant, and of the staple, recognizances, extents, judgments, executions, uses, entails, rents and arrears of rents, forfeitures, fines, issues and amerciaments, and of and from all and singular other titles, troubles, charges, demands and incumbrances whatsoever, had, made, committed, suffered, omitted or done by the said A. B. his Heirs, or Assigns, or by any other person or persons whatsoever, lawfully claiming by, from or under him, them, or any of them, or by, from or under his or their means, act, consent, title, interest, privity or procurement (the rents and services which from henceforth from time to time, for or in respect of the premisses,

misses, shall grow due and payable to the chief Lord or Lords of the Fee or Fees of the premisses, only excepted and foreprized.) And further, the said A. B. for himself, his Heirs, Executors and Administrators, doth. &c. that he the said A. B. his Heirs and Assigns, and all and every other person and persons, and their Heirs lawfully having or claiming, or rightfully pretending to have, or which hereafter shall or may lawfully have or claim, or, rightfully pretend to have any estate, right, title, interest or demand, into or out of the premisses, or any part or parcel of them, by, from or under the said A. B. his Heirs or Assigns, shall and will from time to time and at all times, for and during the space of seven years next ensuing the date of these presents, at and upon the reasonable request, and at the costs and charges in the Law of the said C. D. his Heirs or Assigns, make, do, perform a. knowledged, levy, execute and suffer, or cause to be made, done, performed, knowledged, levyed, executed and suffered all and every such furthr lawful and reasonable act and acts, thing and things, device and devices, assurance and assurances, and conveyances in the Law whatsoever, for the further, better and more perfect assurance, surety, sure making and conveying of all and singular the before hereby granted, or mentioned to be granted premisses, with their, and every of theirs rights, members and appurtenances, unto the said C. D. his &c. be it by fine or fines, feoffment or feoffments, deed or deeds, enrolled or not enrolled, the enrolment of these presents, recovery or recoveries, with single or double Vouchers or Vouchers, release or confirmation, or by all and every, or any the ways or means aforesaid, or by any other ways or means whatsoever, as by the said C. D. his, &c. or by his or their Counsel learned in the Law, shall be reasonably devised, advised or required, so as the said A. B. his, &c. or such other person or persons who shall be required to make such further assurance, be not compelled or compellable to travel further than the Cities of *London* and *Westminster*, or either of them, in or about the making thereof. And lastly, it is covenanted, granted, concluded, condescended unto, and fully agreed upon, by and between the said parties to these presents, for them, their Heirs or Assigns by these presents, That all fines, feoffments, recoveries and assurances in the Law whatsoever, had, made, levied, knowledged, suffered, or done, or hereafter to be had, made, knowledged, suffered, levied or done, by or between the said parties to these presents, or any of them, of, for, touching or concerning the said Messuage or Tenement, and all and singular other the before hereby granted premisses, with their rights, members and appurtenances, and every or any part thereof, shall be and enure, and shall be

construed, esteemed, adjudged and taken to be and enure to the only proper use and behoof of the said C. D. his, &c. for ever, and to none other use, intent or purpose whatsoever. In witness, &c.

A Conveyance of a Mannor and Lands, in consideration of a Marriage, &c.

THis Indenture made, &c. between J. M. of, &c. of the one part, and E. F. of, &c. and G. M. of &c. of the other part, Witnesseth, That for the preferment and advancement of P. M. natural Son of him the said J. M. and of his Heirs Males of the said P. M. and for and in consideration of that great fatherly love and natural affection which he the said J. M. beareth to the said P. M. his Son, and to the intent and purpose that the Mannor, Lands and Tenements hereafter mentioned, shall and may be and continue in the stock, blood and kindred of the said J. M. and for and in consideration of a Marriage by Gods permission shortly to be had and solemnized between the said P. M. and one F. daughter of E. T. of, &c. and for divers other good causes and considerations him the said J. M. especially moving it is covenanted, granted and agreed by and between the said parties to these presents; And the said J. M. on his part, for himself, his Heirs, Executors, and Administrators, doth by these presents covenant and grant, to and with the said E. F. and G. M. and either of them, and the Executors and Administrators of them and either of them, that for the considerations aforesaid, he the said J. M. and his Heirs, and all and every other person or persons now standing or being seized, or that hereafter shall stand and be seized of and in all that the Mannor of S. in the County of B. with all and singular the rights, members and appurtenances thereof and of and in all and singular messuages, Tenements, houses, buildings, orchards, lands, meadows, leasows, pastures, feedings, commons, mills, woods, underwoods, advowsons, reversions, rents, services, wafts, estraies, royalties, liberties, privileges, jurisdictions, hereditaments, and all other the rights, members and appurtenances whatsoever, to the said Mannor and Lands incident, belonging, or in any wise appertaining; or accepted, reputed, taken or known, or occupied, demised or letten, as part, parcel or member thereof, shall from thenceforth stand and be seized of and in the same Mannor, Lands, Tenements, Hereditaments, and all other the Premises and of and in every part and parcel thereof, with the appurtenances, to the uses, intents and purposes hereafter in these presents mentioned and expressed, and to none other use, intent or purpose whatsoever,

foever: That is to say, unto and for the use the said J. M. until the said Marriage shall be had and solemnized between the said P. M. and F. and immediately from and after the said marriage so had, to the use of the said P. M. & F. and of the heirs males of the said P. M. on the body of the said F. lawfully begotten: and for default of such heirs males, to the use of the right heirs of the said J. M. forever. And further the said J. M. doth by these presents covenant and grant for him, his Heirs Executors, Administrators & Assigns, and every of them, to and with the said E. P. and C. M. and either of them, their Heirs, Executors, Administrators and Assigns, in manner and form following: that is to say, that the said Mannor, Lands, Tenements and Hereditaments, and all other the premises, with their appurtenances, now are and be, and at all times hereafter, and from time to time, shall and may continue, remain and be clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved and kept harmless, by the said J. M. his Heirs executors, &c. or by some or one of them, at his and their own proper costs and charges, of and from all & all manner of former and other bargains, sales, gifts, grants, leases joynitures, dowers, titles of dower, uses, wills, entails, rents, charge rents seck, arrearages of rents, titles, recognizances, statutes merchant and of the staple, and of and from all other charges, incumbrances & demands whatsoever had, made, committed or done by the said J. M. or by his heirs or assigns or by any other person or persons or by his or their assent, consent, means, privity or procurement: The rents and services which from thenceforth shall grow due to the chief Lord or Lords of the Fee or Fees of the premises and all lawful leases or grants heretofore made or granted of the premises or of any part thereof, which shall not continue above four years, or thereabouts, next after the date hereof, whereupon several yearly rents are reserved, amounting in the whole to, &c. which shall be yearly payable to the said P. M. and F. and the heirs males of the said P. M. for and during the continuance of the said Leases and Grants, only excepted and fore-prized. And that the said Mannor and Premises, at the end and determination of the said Leases and Grants, shall remain and from thenceforth shall and may continue and be unto the said P. M. and F. and the heirs males of the said P. M. of the clear yearly value of &c. or thereabouts. And moreover that he the said J. M. his heirs, &c. shall and will at this time, and from time to time, during the space of one whole year next after the said Marriage had and solemnized, when and as often as he or they, or any of them, shall be thereunto reasonably required by the said E. F. and G. H. or either of them, their heirs or Assigns or any of them, do make, knowledge, levy and execute, or cause and suffer to be made, done, knowledge, levied and executed, all and every such furthe act and acts,

thing and things, device and devices, assurance and assurances in the Law whatsoever, be it by deed or deeds, inrolled or not inrolled, fine with proclamation, feoffment, recovery with voucher and vouchers, release or confirmation, with warranty against the said J.M. & his heirs or otherwise, or without warranty or by all or so many of the ways, means and devices aforesaid or by any other ways or means whatsoever, as by the said E.F. or G.H. or either of them, their heirs or assigns, or by their or by any of their Counsel learned in the Law shall be reasonably devised or advised and required, at the costs and charges only in the Law of the said P.M. for the further, better and more perfect assurance, surety, sure-making and conveying of the said Mannor, Lands Tenements and all and singular other the premises with the appurtenances, in & by these presents mentioned and intended to be conveyed and assured, in manner and form above in these presents declared, & every part and parcel thereof, unto the said E.F. & G.H. to the use, intents and purposes above in these presents mentioned and to no other uses, intents or purposes whatsoever. In witness, &c.

An assurance of a Joynture made before Marriage, with special Covenants concerning Children by a former Husband.

THis Indenture made &c. between R.L. of &c. of the one part, and A.B. and J.G. of &c. of the other part, witnesseth, That in consideration of a Marriage shortly to be had and solemnized between the said R.L. & A.H. late wife of &c. deceased, for the future good and advancement of the said A.H. and in testimony of the singular good will & affection which he the said R.L. hath and beareth to the said A.H. & for divers other good & weighty considerations him the said R.L. thereunto especially moving, it is covenanted, granted, concluded and fully agreed upon by & between the said parties to these presents, in manner and form following; That is to say and the said R.L. for himself, his heirs, executors & administrators and every of them, doth covenant, promise & grant to and with the said A.B. & J.G. and either of them and the executor &c. of them & either of them, by these presents, that he the said R.L. his heirs & assigns shall and will from and after the feast of *S. Bartholomew* the Apostle and from & after the said Marriage so had & solemnized, stand & be seized of and in all that the Site or seat of the Rectory or Parsonage of *East Church* and of and in all houses and buildings thereupon built, standing or being; And of and in one Field, or Close of Pasture, with the appurtenances thereunto adjoining, containing together with the said Site of the said Rectory, by estimation 40 Acres be it more or less: And of and in a parcel of ground called *Harley's Spring*, containing by esti-

estimation one, &c. And of and in one Meadow containing by estimation 40 acres, be it more or less; and of and in one piece of ground called *Reeds Meadow*, containing by estimation 29 acres, be it more or less, and of and in one Field called *Frogs Fields* containing by estimation 52 acres, be it more or less; & of & in one parcel of land called *Parsonage Hill field*, containing by estimation 37 acres, be it more or less, and of and in all those Lands, Closes, Meadows, Feedings and Pastures, called or known by the name or names of *Stone-pit* and *Stone-pike*, containing in the whole by estimation 400 acres, be they more or less; and of and in one other piece of land called *Bercon-field* containing by estimation 29 acres be it more or less; and of and in one Cottage with one Rood of Land thereunto belonging, or occupied with the same, in which Cottage or House one R.L. did lately dwell: All which premises are situate, lying and being in E. aforesaid, and now are in the occupation of, &c. And of and in all other the Lands, Tenements, Rents, Services, &c. of the said R.L. in the said Parish of E. in the said County of K. to the only use and behoof of the said R.L. & the said A. and of the heirs and assigns of the said R.L. for ever, for the Joynture of the said A. if the said A. shall happen to survive and over-live the said R. L. And the said R. L. doth covenant & grant for himself, his, &c. by these presents, to and with the said A.B. and J.G. and either of them, and the heirs, executors and administrators of them and either of them, in manner & form following; That is to say, That he the said R.L. his heirs, executors, administrators and assigns, shall and will at all time and times hereafter, and from time to time, sufficiently save and keep harmless and indemnified the said Site, Lands, Tenements and Hereditaments, and all other the premises, and every part and parcel thereof, or and from all former & other bargains, sales, gifts, grants, leases, statutes merchant and of the staple, recognizances, &c. & of and from all other charges, troubles & incumbrances whatsoever, had, made, committed or done, by the said R. L. or by any other person or persons whatsoever, by his means, title consent or procurement (the rent and services from henceforth to grow due to the chief Lord or Lords of the Fee or Fees of the premises, only excepted and fore-prized) and that the said Site, Lands, Tenements, & other the premises, now be of the clear yearly value of 200 L. over and above all charges and reprises. And further, that the said R.L. and all and every other person and persons and his and their heirs, lawfully having, claiming, or rightfully pretending to have any estate, right, title or interest, of, in or to the said Site, Lands, Tenements, and all other the premises, or any part or parcel thereof, by or from the said R.L. shall and will from time to time, and at all times hereafter, during the space of two years next

ensuing the date hereof, further do, make, acknowledge and execute
 all and every such other reasonable act and acts, thing and things,
 device and devices, assurance and assurances in the Law whatsoever,
 as by the said A.B. and J.G. or either of them, or the execu-
 tors or assigns of either of them, or their or any of their Counsel
 learned in the Law, shall be reasonably devised or advised, and at
 the costs and charges of the said R.L. his, &c. for the better and
 more perfect assuring and making sure of all and singular the pre-
 mises to the said A. for term of her life only, in form aforesaid; so
 that there be not at any other or further warranty therein compriz-
 ed, than only against the said R.L. and his Heirs. And further, it
 is covenanted, granted and agreed by and between the said par-
 ties to these presents, and the said R.L. doth covenant &c. to and
 with &c. that all scotments, fines, conveyances and assurances to
 be had, made, knowledged, done, suffered or executed by the said
 R.L. during the life of the said A.H. shall be to the uses, intents and
 purposes aforesaid, and to none other use &c. And further, that the
 the said A. from and after the decease of the said R.L. during her
 natural life, shall or may have, hold and quietly enjoy the said
 lands, tenements, rents, reversions, services, and all other the premi-
 ses, without any lawful let, suit, trouble, eviction, interruption, or dis-
 turbance of the heirs and assigns of the said R.L. or of any other
 person or persons whatsoever, lawfully claiming by, from or under
 the said R.L. his &c. And further, it is covenanted, &c. by and be-
 tween the, &c. and the said R.L. doth covenant, &c. in manner, &c.
 that he the said R.L. his &c. shall not at any time or times here-
 after, inter-meddle with, have, receive, or take the portion or por-
 tions, legacy or legacies, sum or sums of money, pertaining or belong-
 ing, given and bequeathed, due or to be due to W.H.T.H. and J.H.
 the children of the said, &c. or any of them, or with the increase
 and profits thereof, or by reason of the same arising, coming or
 growing, or that shall hereafter arise, come or grow of the same, or
 any part or parcel of the same increase, other than such parcel
 thereof as by covenant hereafter in these presents expressed, is
 yearly to be paid unto the said R.L. or his assigns, for and towards
 the charges of bringing up the said children; but shall permit and
 suffer the said J.G. to have the ordering and disposing of the said
 increase and profits coming of the portions aforesaid, for the be-
 nefit of the said children, by the appointment of the said A. and
 that the said R.L. shall upon reasonable request deliver or cause
 to be delivered to the said J.G. all such Bonds and Obligations
 wherein any person or persons are to stand bound unto the said A.
 for touching and concerning the portions of the said children, or
 otherwise, as shall come to the hands and possession of the said R.L.
 and make, seal and deliver to the said J.G. such letter or letters
 of

of Attorney, for the recovery of the sums of money contained in the same Bonds and Obligations, or any of them, as by the Counsel learned of the said J. G. shall be thought meet and convenient, and by the said J. G. required, for and to the use of the said children; And that he the said R. L. shall not release or discharge the said Bonds or Obligations, or any of them, without the consent and agreement of the said J. G. nor revoke or countermand the said Letter of Attorney: And that the said R. L. shall permit and suffer the said A. and give his assent that she make a Will, and by the same to give and bequeath at her liberty and pleasure, the sum of 500 *l.* and shall not counter-mand or revoke the same. And that if it shall happen the said A. to die, leaving the said R. L. that he the said R. L. his executors &c. shall well and truly consent, &c. or cause, &c. the said Legacies or so much of them as shall not exceed the said sum of 500 *l.* within one year next after the decease of the said A. the Mansion house of the said R. L. in T. aforesaid. And further, it is covenanted, granted, &c. between the &c. and the said J. G. for himself, his heirs, &c. doth covenant and grant to and with the said R. L. his executors, &c. in manner and form following; that he the said J. G. or his assigns, shall yearly, from and after the said Marriage so had and solemnized as aforesaid, and during so long time as the said children or any of them, shall bear the finding and providing for of the said R. L. well and truly consent, &c. or cause, &c. to the said R. L. or his assigns, for every of the said children so being, &c. the yearly sum of, &c. at the feasts of, &c. by even and equal portions, out of the increase and profits of their respective portions, as aforesaid; and that he the said J. G. shall imploy and bestow the residue of the increase and profits, which shall come or grow of the said portions or stock from time to time, in such sort and manner as the said A. shall appoint, for the further benefit and condition of the said children; and then he the said J. G. shall from time to time, when he shall be thereunto required by the said A. yield and make unto the said A. a just, true and perfect account of the said increase or profits coming or arising of the portions aforesaid. In witness, &c.

A Condition where one buyeth Lands, the seller is bound that the Land is free from Incumbrances.

THe Condition, &c. That whereas the within-bounded A. B. hath bargained and sold unto the within-named C. D. & his heirs for ever, all that his messuage or dwelling-house, lands, feedings, meadows, pastures, rents, profits and other hereditaments whatsoever thereunto belonging with their appurtenances, situate and being in the Town and Field of, &c. in the County of, &c. If there-

fore the said Messuage or dwelling House, lands, and all other the premises, and every part and parcel thereof, or the day of the date within written, be clearly discharged of and from all and all manner of former & other gifts, grants, leases, bargains, sales, joyntures, dowers, rights, and titles of dower, rents, arerages of rents, statutes merchant, and of the staple, feoffments, annuities &c. and of and from all other titles, charges and incumbrances whatsoever, had, made, done, committed, or suffered, or to be had, made, done, committed, or suffered by the said A.B. his heirs or Assigns, or by any other person or persons, by his, their or any of their means, act, title, consent, assent or procurement, (the rents and services which from the day of the date above written shall grow due to be paid and performed to the chief Lord or Lords of the Fee or Fees of the premises, only excepted) That then, &c. or else, &c.

A Counter-Condition to save harmless from two several Obligations.

THe Condition &c. That whereas the above-named W.H. at the special instance & request, and for the proper debt of the above-bound W.C. together with the said W. and G.P. &c. by one obligation of the date above-written, is and standeth bound to R.W. of, &c. in the sum and penalty of, &c. of lawful &c. with Condition endorsed, for the true payment of, &c. of like money, at or in the, &c. on the, &c. next coming after the date of the said Obligation, as by the same Obligation and Condition thereof more at large appeareth. And whereas also the said W.H. at the like instance and request, and for the only debt of the said W.C. together with the said W. and the said J.P. by one other Obligation bearing date the, &c. is and standeth bound to R.K. of, &c. in the sum and penalty of, &c. with Condition for the true payment of, &c. of like money at or in the, &c. on the, &c. next coming after the date of the said last mentioned Obligation, as by the same last recited Obligation and Condition more at large also appeareth. If therefore the said W.C. his Executors, &c. or any of them, do and shall truly pay or cause to be paid to the said R.W. his Executors, &c. the said sum of, &c. and to the said R.K. his Executors, &c. the said sum of, &c. on the several days, and at the several places above-mentioned, according to the Conditions of the said recited Obligation, and for the discharge and making void of the same Obligation, without fraud or delay: That then, &c. or else, &c.

Another Counter-Condition.

THe Condition, &c. That whereas the above-named G.S. at the request, and for the debt of the above-bound R.C. together, written

written, is and standeth bound to W. C. of &c. in the sum and penalty of 26 *l.* of lawful &c. with condition thereunder written, for the true payment of 13 *l.* 6 *s.* 8 *d.* of like money, at or in the &c. in manner and form following, *viz.* on the 25. of *Decemb.* next coming after the date above written 2 *l.* 6 *s.* 8 *d.* thereof, on the 25 of *March* then next ensuing 2 *l.* more thereof, on the 24 of *June* then next following 2 *l.* more thereof, on the 29 of *Septemb.* then next ensuing 2 *l.* more thereof, on the 25 of *Decemb.* which shall be in the year of our Lord God 1630 2 *l.* more thereof, on the 25. of *March* then next ensuing 2 *l.* more thereof, and on the 24 of *June* then next following 20 *s.* residue of the said sum of &c. as by the said Obligation and Condition more at large appeareth. If therefore the said R. his Executors, &c. or any of them, do well and truly pay, or cause to be paid unto the said W. C. his Executors, &c. the said sum of 13 *l.* 6 *s.* 8 *d.* of lawful money of *England*, at or in the place above mentioned, in such manner as the same is above expressed and limited to be paid, for the discharge and making void of the said recited Obligation, without fraud or further delay, That then this Obligation to be void and of none effect, but if default shall be made in any of the said payments, in part or in all, that then this Obligation to stand and abide in full power, strength and virtue.

A Condition for a Brewers Clerk.

THe Condition of, &c. That whereas the within named J. D. hath before the day of the date within written entertained into his service the within bound J. H. to serve in the room, place or office of a Dray Clerk or Beer-Clerk; It therefore the said J. H. doth and shall during the time of his service in the said office or place carefully and diligently use and employ himself, and his best endeavour in the said room or office, and do once in every week weekly during the continuance of his service in the said office, made and give to the said J. D. his &c. at true just & perfect account in writing, at the Messuage or Beer-house of him the said J. D. situate &c. of all such Beer, Goods and money of the said J. D. as by any ways or means shall come to the hands, charge, custody or possession of the said J. H. and likewise do from week to week, upon every Monday weekly, during the said Term, at the place aforesaid, content and pay unto the said J. D. his Executors or Assigns, all such sum and sums of money as the said J. H. shall have received of any person or persons whatsoever, due, or any wise belonging unto the said J. D. his Executors or Assigns: And further, if the said J. H. do not deliver on trust to any Customer or Customers, or any other person or persons now not served by the said

said J. D. above four barrells of Beer at the most, before such time as he shall have made the said J.D. acquainted therewith, and of what estate and condition all and every such new Customers are of, and also shall have the consent of him the said J.D. thereunto. And further, if the said J.H. do not depart from the service of him the said J.D. his Executors, Administrators or Assigns, before such payment and satisfaction shall be made by him the said J.H. unto the said J.D. his Executors, &c. of all such goods, arrerages, debts, sum and sums of money, as he the said J. H. shall be found to be indebted unto the said J. D. his Executors or Assigns, or any of them: and if in case it shall happen the said J.H. to die or depart this life during the continuance of the said Office or place of Beer-Clerk to the said J.D. his Executors or Assigns, Then if the Executors, Administrators or Assigns of the said J. H. do or shall (within one month next ensuing after the decease of the said J.H.) well and truly satisfy and pay, or cause to be satisfied and paid unto the said J. D. his Executors, Administrators or Assigns, at the said Brew-house, all such arrerages, debts, sum and sums of money as the said J.H. shall be found indebted, and to owe unto the said J.D. his Executors or Assigns, or any of them, at the time of such decease of him the said J.H. without fraud or coven: That then this, &c. or else to, &c.

FINIS

Part II.

A Deed of Joynure, whereby Tho. N. in consideration of a Marriage intended between Tho. his Son, and Sarah Mer. granteth and incoffeth Lands to friends in trust under a Proviso, to be void upon Assurance of other Lands by John N. Heir of Thomas the Father, of as good value, and to the like uses.

THis Indenture made the first day of June, in the year of our Lord God, according to the computation used in England, 1651. between T. N. of, &c. of the one part, and J. J. H. E. and S. R. of the other part, witnesseth, That the said T. N. for and in consideration of a Marriage already agreed upon, and shortly by Gods grace to be had and solemnized between T. N. second Son of the said T. N. and Sarah M. single woman, daughter of M. N. late of, &c. deceased, and for the love and affection which he beareth to his said Son, and for a competent Joynure to be had and provided to and for the said Sarah, and for provision of maintenance for her, and for settling the inheritance of the Lands and Tenements herein after mentioned, to such use and uses, and upon such trusts and confidence, as are herein declared, limited or expressed, and for divers other good considerations him moving, Hath granted, encoffed, released and confirmed, and by, &c. unto the said J. J. H. and R. and to their Heirs and Assigns for ever, all that Messuage or Tenement, with the appurtenances, situate, &c. and one yard land, Meadow or Pasture, to the said Messuage or Tenement, belonging; that is to say, one Close, &c. and also all Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Back-fides, Courts, void Grounds, Lands, Meadows, Leafows, Feedings, Pastures, Common, Woods, Under-woods, Trees, Hedges, Rows, Ways, Waters, Ponds, Pools, Fishings, Fishing places, Profits, Commodities, Hereditaments and Appurtenances
what-

whatsoever, to the said Messuage, Tenement, Yard land and premises, or any part or parcel thereof, now or at any time heretofore belonging or appertaining, and all rents, reversions, remainders and services of the said premises, and every part thereof: To have and to hold the said Messuage or Tenements, and all and singular other the premises before mentioned, meant, or intended to be granted, infeoffed and confirmed, and every part and parcel thereof, with the appurtenances, to the said I. I. H. E. and S. R. to their Heirs and Assigns for ever, to the only use, intents and purposes, hereafter in these presents limited, expressed and declared; and to none other use, intent or purpose, (that is to say) to the use and behoof of the said I. I. H. E. and S. R. and of their Heirs, until the solemnization of the said Marriage between the said T. N. the Son and *Sarah* the M. and from and after the solemnization of the said Marriage, to the use and behoof of the said I. I. H. E. and S. R. and of their Heirs, for and during the natural life of the said *Sarah*; and from and after her decease, to use and behoof of the said T. N. her Son, for and during the term of his natural life; and from and after the death of the said *Sarah* M. and T. N. to the use and behoof of the Heirs of the body of the said *Sarah* M. by the said T. N. the Son begotten, and to be begotten; and for default of such Heirs, to the use and behoof of the said T. N. the Son, and of the Heirs of his body; and for default of such Heirs, to the use of the said T. N. the Father, and of his Heirs and Assigns for ever. And the said T. N. the Father, for himself, his Heirs, Executors and Administrators, and every of them, doth covenant, promise and grant, to and with the said I. I. H. E. and S. R. and every of them, their and every of their Heirs and Assigns by these presents, that he the said T. N. the Father, at the time of the enfealing and delivery thereof, is the true and lawful owner of the Messuages, Tenements and Premises, and every part thereof, and of and in the same and every part and parcel thereof lawfully and rightfully seized of a good estate of Inheritance in Fee-simple; and also that he the said T. N. the Father, at the time of the enfealing and delivery hereof, hath full power, good right, and lawful authority, to grant, convey and assure the said premises, and every part thereof, to the said I. I. H. E. and S. R. their Heirs and Assigns, in manner and form aforesaid, according to the true intent and meaning

meaning; thereof and that the said Messuage, Tenement and premises; and every part and parcel thereof, with the appurtenances, now be and are, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue unto the uses, intents and purposes aforesaid, and according to the true intent and meaning hereof, clearly acquitted and discharged of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, jointures, statutes, recognizances, judgments, extents, and of and from all other titles, charges, troubles and incumbrances whatsoever, had, made, done, committed or suffered to be done, by him the said T. N. the Father, or by any other person or persons whatsoever, except one Indenture of Lease bearing date, &c. made and granted of the premises by T. H. to the said N. H. and M. his Wife, and to M. their Daughter for term of their lives, successively one after another, at and under the yearly rent of Forty shillings of lawful money of England, quarterly to be paid by even portions: and also except one other Lease or Indenture, bearing date, &c. made and granted of the said premises by the said T. N. the Father of G. M. &c. for one thousand years, with a proviso, to be void upon payment made of certain sums of money, at certain times therein mentioned, whereof only one day is past, and the money then due is paid, and without any let, interruption, challenge, claim, disturbance or incumbrance, of or by him the said T. N. the Father, or his Heirs, and without any lawful let or interruption, challenge, claim, disturbance, or incumbrance, of or by him the said T. N. or any other person or persons, claiming or to claim by or under him, or his estate, right, title or interest; except such as shall or may claim by or under the Leases before excepted, or either of them, and for the term thereby granted only, And the said T. N. the Father doth further for himself, his Heirs, Executors, and Administrators, covenant, promise and grant, to and with the said I. I. H. E. and R. S. and every of them, their Heirs and Assigns by these presents, that he the said T. N. the Father and his Heirs, and all and every other person and persons lawfully claiming, or to claim by or under him (except such as shall or may claim by or under the Leases before excepted) shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the cost and charges in the Law of the said I. I.

H. E.

H. E. and S. R. or any of them, their Heirs or Assigns, make, do and execute all such further acts, things and assurances, for the further and better assuring the said premises, and every part thereof, to the uses, intents and purposes aforesaid, as by them the said I. I. H. E. S. R. or any of them, their Heirs or Assigns, shall be in that behalf reasonably devised, or advised and required; and that all fines and the other assurances, at any time hereafter to be had, levied or executed of the premises, or any part thereof, shall be, and shall be deemed, adjudged and taken to be; to and for the uses, intents and purposes in these presents mentioned, limited and declared. And it is expressed and declared by all the said parties, that the said estate for the life of the said Sarah, limited to the said I. I. H. E. S. R. as aforesaid, is so limited upon special trust and confidence in them reposed, that they and every of them, their Heirs and Assigns respectively, to whose hands or custody any of the rents, issues or profits of the said premises shall come, during the life of the said Sarah, shall from time to time pay, deliver, dispose and employ the same rents, issues and profits, and every part thereof, either to the said Sarah her self, or to such other person or persons, use or uses, as she the said Sarah shall by any writing under her hand from time to time limit or appoint: provided always, and it is nevertheless covenanted and granted by and between the said parties, that in case John N. Son and Heir apparent of the said T. N. the Father, shall within seven years next ensuing the date hereof, at his own proper costs and charges, well and sufficiently convey or assure, or cause to be conveyed and assured, by good and sufficient ways and means in the Law, to the said I. I. H. E. S. R. and to their Heirs, or to the Survivor or Survivors of them, and to his or their Heirs, to and for, and upon the like uses, intents, trusts, confidences and Purposes as are before herein limited, expressed and declared, messuages, lands, and Tenements, situate, lying or being in, &c. and which shall be of as much more clear yearly value, as the said Messuage, Tenement and Premises hereby mentioned, meant or intended to be granted, and of every part thereof shall be then worth; that then from and after such conveyance and assurances, passed and perfected, the use and uses, trusts and confidences, herein before limited and expressed, shall cease, determine and end; and then, and from thenceforth, they the said I. I. H. E. and S. R. and their Heirs, shall stand and be seized

Teized of and in the said Messuage, Tenement and Premises hereby mentioned, meant or intended to be granted, and of every part thereof, to the use and behoof of him, the said I. N. his Heirs and Assigns for ever, and to no other use, intent or purpose whatsoever; any thing herein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

A Charterparty of Affreightment.

THIS Charterparty of Freightment indented, made the, &c. by R. H. and A. N. owners of the good Ship called the H. of *London*, and of the burthen of, &c. now Riding in the River of *Thames* (whereof is Master under God I. P.) of the one part, and H. S. of the other part, witnesseih, That the said owners have granted and letten to freight to the said H. S. the aforesaid Ship; and that the said H. S. hath hired her for a Voyage to be made with her by Gods grace in manner and form following, *viz.* the said owners covenant and grant by these presents, to and with the said H. S. his, &c. that the said Ship, with the first and next good wind and whether that God shall send after the first day of, &c. shall depart from the said River of *Thames*, and directly sail to B. in the Realm of *France*, with such goods, wares and merchandizes as the said H. his Factor or Assigns, before the Feast-day of, &c. next coming, shall think good to charge and lay in her, *viz.* so much as she may reasonably carry; and being arrived and come to the said Port of B. or so nigh to the same as she safely and conveniently may come, shall there tarry by the space of thirty days next after her arrival, as well there to discharge and unlade such goods and merchandizes as shall be so freighted and laden in her, as aforesaid, as also to receive her full lading of such goods, wares and merchandizes as the said H. S. his Factor or Assigns shall think good, *viz.* as much as she may reasonably carry; within which time and days above limited and appointed, the said H. S. covenanteth and granteth by these presents to discharge and relade, or cause to be discharged and reladed the aforesaid Ship, in manner and form aforesaid. Which Ship so being able, the said owners covenant and grant by these presents, that she shall with the first and next good wind and weather, next after that she shall be reladen, as aforesaid depart and return from B. aforesaid, and by Gods grace directly

directly sail, and come to the Port of *Lodon*, or as nigh the same as she can safely come, where she shall tarry by the space of &c. after her arrival there, to make her right discharge. And the said H. S. covenants, &c. within the space of, &c. next after the arrival of the said Ship at the Port of the City of *Lodon*, as well to receive, or cause to be received the Shij's lading, as also to content and pay, or cause to be paid unto the said Owners, their Executors or Assigns, the sum of, &c. for the freight and lading of the said Ship, both outwards and homewards, at the place of the right discharge of the said Ship, together with average, poynage, and petty londenage, and all other duties due and accustomed, according to the use of Eastern Ships: And the said owners covenant and grant by these presents to warrant and prepare the said Ship, strong and stanch both above and beneath, and well and sufficiently rickled and apparelled with masts, sails and sail yards, anchors, cable-ropes, cords, guns, powder, shot, and all other instruments, munitions, artillery, furniture, tackling and apparel, necessary and convenient for such a Ship, with an able Master, eleven men and a boy, which shall be ready at all times convenient, with the boat of the same Ship to serve the said H. S. his Factors and Assigns, to and from Land during this present Voyage aforementioned. And to the observing of all and singular the covenants, grants, articles, deliveries, receipts and agreements, and all other things above rehearsed, which on the part and behalf of the said owners are to be observed and kept in form aforesaid, the said Owners bind them and either of them their Executors, Goods, and especially the same Ship, with his freight, rackle and apparel, to the said H. S. his, &c. in the penalty of, &c. well and truly by these presents to be paid. And likewise to the observing of all and singular the covenants, grants, articles, deliveries, receipts, payments and agreements, and all other things above rehearsed, which on the part and behalf of the said H. S. are to be observed and kept in form aforesaid, the said H. S. bindeth himself, his Executors, and goods, whosoever they be, and whatsoever they may be found, to the said owners and their Executors, in the penalty of, &c. well and truly to be paid, by these presents. In witness &c.

A Transport of Goods in a Ship.

TO all, &c. I A. P. of, &c. send greeting, &c. Whereas
 I the said A. P. in the month of, &c. last past, did lade
 in the Port of *London*, of my own proper goods, and for
 my own proper use and account, into and aboard the good
 Ship called, &c. wherein one T. C. was then Master, for
 and during her then intended Voyage, so much &c. to the
 intent and purpose that all the aforesaid Kersies and
 Cloths should be transported for and in Trade of Merchandize,
 in and with the said Ship (amongst other her lading)
 in her Voyage then intended to be made to *Constantinople* and other places beyond the Seas, and within the
Streights of Gibraltar, and to return again into the Port of
London. Now know ye, That I the said A. P. for and in
 consideration of the sum of, &c. by F. L. of, &c. to me
 paid, whereof I acknowledge the receipt by these presents:
 Have given, granted, alienated, bargained, sold, transferred,
 assigned and set over, and by these presents do absolutely
 give, grant, alien, bargain, sell, transfer, assign and set
 over unto the said F. L. as well all and every the said Kersies
 and Cloths aforesaid, which are laden into the said Ship,
 for the use, accompt or behoof of me the said A. P. as afore
 is mentioned; As also all and every such adventure and
 adventures, sum and sums of money, goods, wares, merchandize
 and encrease whatsoever, which is or shall be returned,
 had, gained or gotten, by reason or in respect of
 the said, Kersies and Cloths so laden outward, as aforesaid,
 or for or in respect of any part or parcel thereof, in any manner
 of wise, To have, hold, take, receive and enjoy all the
 payments afore-mentioned to be hereby given, granted, demised,
 bargained, sold, transferred, assigned and set over,
 and every part and parcel thereof, to the said, &c. F. L. &c.
 and to their own proper use and uses, as his and their own
 proper goods, from henceforth freely for ever; and to
 the intent and purpose that the said F. L. his, &c. may the
 better have, receive and enjoy all the Goods, Merchandizes
 and premisses afore hereby granted, bargained, sold, assigned
 and set over, and every part thereof, according to the
 true meaning and purport of these presents: I the said
 A. P. do hereby make, authorize and appoint him the said
 &c. my true and lawful Attorney irrevocable, in my name
 and

and stead, but to his own use, to do, execute, &c. all and every act, matter and thing whatsoever, touching or concerning the Premises, or any part thereof, in as ample manner, &c. giving, and by these presents granting, &c. And I do hereby covenant, &c. to ratifie all and whatsoever, &c. Covenants for quiet enjoying, without any let, reclaim. &c. and to do any further act, &c. but the said F. L. to abide the hazard at Sea. In witness, &c.

A Deed of Gift in consideration of the discharging of Debts.

TO all, &c. I J. W. of, &c. send greeting. Whereas I am indebted, and do owe unto divers persons, divers sums of money, which I cannot satisfie, or make payment of, as my said Creditors do desire, by reason many debts are owing unto me. And whereas my loving friends, &c. have undertaken to give satisfaction to my said Creditors, for my said debts owing, as aforesaid: Know ye, That I the said J. W. for and towards the indemnity and saving harmless them the said, &c. for and concerning the payment of the said debts, have given and granted, and by these presents do, &c. unto the said, &c. all and every such sum and sums of money, goods, chattels and debts, as I now have and am possessed of, and which are due, owing, or payable unto me in the hands or custody of any person or persons whatsoever, mentioned in a Schedule or Inventory to these presents annexed: To have, hold, receive, take and enjoy the said goods, chattels, credits, sum and sums of money, unto the said, &c. their Executors and Administrators, to their and every of their use and uses, and as their and every of their own proper goods for ever, absolutely without any reclaim, challenge or contradiction of any person or persons whatsoever. And I have set and put the said, &c. in full and peaceable possession of all and singular the premises, by the delivery unto them of a piece of Money, called Sixpence, fixed in the seal hereof. And for the better recovery of the said debts, I the said J. W. have made, ordained and authorized, and by these presents constitute and appoint the said, &c. and every of them, to be my true and lawful Attorney irrevocable, in the name of me, my, &c. but to and for, &c. to ask, sue for, levy, recover and receive all and every such goods, chattels, credits, debts, sum and sums of money, as are in these presents, and in the said Schedule specified; And all and every the debtor and debt-

ort, detainer and detainers thereof, or of any part thereof, to sue, implead and prosecute by due course of Law in any Court of Record or Equity; giving, and by these presents granting, &c. my full power, strength, &c. (as in a Letter of Att.) A Covenant for allowing and justifying all actions, &c. without any non-suit, retrax, or other act or thing, or without any account, &c. and to make further Letters of Att. and assurance for the recovery of the premises. To the true performance whereof, I bind me, my, &c. to the said, &c. his, &c. in the sum of, &c. firmly by these presents. In witness, &c.

A Deed of Gift of Goods of Warranty.

TO all, &c. I A. B. &c. send greeting: Know ye, That I the said A. B. being of good and perfect mind, and without fraud or deceit, for divers good causes and considerations me hereunto moving, Have given, granted and confirmed, and by these presents do give, grant, confirm unto, &c. all and singular my goods, chattels, implements, debts, bills, bonds, specialties, necessities, sums of money, and other things whatsoever, as well moveable as immovable, of what nature, kind or quality soever they be, and in whose hands, custody, possession, governance or keeping, or whatsoever place or places they be or may be found, as well on this side, as beyond the Seas. To have and to hold, levy, perceive, use, receive and enjoy all and singular the said goods, chattels, implements, credits, debts, specialties, sums of money, and all other the premises, with all and singular their appurtenances, unto the said C. D. his, &c. to the only proper use and behoof of the said C. D. his, &c. for ever. Freely, peaceably and quietly, without any manner of reclaim, challenge or contradiction, of me the said A. B. my, &c. or of any other person or persons, by any means, title, or procurement in any manner of wise, and without any account, reckoning, or answer therefore to me, or any in my name, to be given, rendred or done in time to come: So that neither I the said A. B. my, &c. nor any other person or persons, by us, for us, or in our names, or in the name or names of us, or any of us, at any time or times hereafter, may ask, claim, challenge or demand in or to the premises, or any part thereof, any interest, right, title, use or possession,

sion, but from all action of right, title, claim, interest, use, possession and demand thereof, we and every of us to be utterly excluded, and for ever debarred by these presents. And I the said A. B. my, &c. all the said Goods, Chattels and other things above mentioned; with their appurtenances unto the said C. D. his, &c. to the use above-said, against all people will warrant and defend by these presents; in which said Goods, Chattels and other things, I the said A. B. have put the said C. D. in peaceable possession, by the delivery of Six pence, which I have paid and delivered to the said C. D. the day of the date hereof. In witness, &c.

A Deed of Gift.

TO all, &c. I A. B. &c. send greeting; &c. Know ye, That I the said A. B. for the love, good-will and affection, which I have and bear towards my loving friend C. D. his, &c. have given and granted, and, by these presents do freely, clearly and absolutely give and grant unto the said C. D. his, &c. all and singular my goods, wares, household-stuff, plate, jewels, ready money, leases, chattels, implements, and all other things alive or dead whatsoever, as well moveable as immoveable, both real and personal, whatsoever they be, and in whose hands, custody or possession soever the same, or any of them, or any part thereof, can or may be found remaining and being, as well in the Messuage or Tenement, with the appurtenances, wherein I do dwell, as in any other place or house whatsoever within the, &c. To have and to hold all the said goods, chattels, household-stuff, implements, and all other the premisses, unto the said, &c. his &c. from henceforth, to his and their own proper use, and as his and their own proper goods, for ever, absolutely, without any manner of condition, &c. And I the said A. B. have set and put, &c. In witness, &c.

Nota.

If a Deed of Gift be made of money owing to the Donor, let there be a Letter of Attorney comprehended therein.

If the Deed be made of good Chattels in consideration of a Debt, let there be a Covenant in the same Deed, that the Donor shall permit the Donee to come into the house, or any other place where the goods be, quietly and peace-

peaceably to receive and carry away the same, to the use of the Donee.

If that there be an Inventory of parcels annexed to the Deed, let there be a Covenant in the Deed, that the same Goods and Chattels shall not be wasted, and that they are free from any former gifts or incumbrances at the enfeoffing, by a peny fixed in the Seal, or some part of the said Goods. But assurance for debt of Goods and Chattels, is best to be done by bargain and sale, indented, with an Inventory.

A Covenant that the Lessor shall seal a new Lease, and in the interim the Lessee to enjoy, though the old Lease be surrendered.

TO all, &c. I B. H. send greeting. Whereas I. M. at the request of me the said B. H. and for the consideration hereafter specified, hath granted and surrendered by his writing, bearing date with these presents, one Indenture of Lease bearing date the, &c. and all the right, interest, and term of years, which he the said J. M. now hath, or of right ought to have of, in and to, &c. in the said Indenture of Lease specified, by me the said B. H. unto him the said J. M. demised for the term of, &c. and for the rent of, &c. payable quarterly. Now know ye, That I the said B. H. for me, my Executors and Administrators, do covenant and grant to and with the said I. M. his, &c. and to and with every of them by these presents, that I the said B. H. my, &c. in consideration of the said surrender of the said Lease and Premises, and for other good considerations me moving, shall and will, at the costs and charges of me the said B. H. my, &c. at or before, &c. make, seal, and in due form of Law deliver unto the said J. M. his, &c. one other good and sufficient new Lease of the said, &c. for the remainder of the said term of, &c. then to come, for and upon such rent, covenants and conditions as are specified and contained in the said Lease above-recited, made by me the said B. H. unto the said I. M. And that I the said I. M. his, &c. shall and may in the mean time, until the said new Lease of the premises shall be by me unto him so made, sealed and delivered as is aforesaid, peaceably and quietly have, hold and enjoy the said Messuage or Tenement, shop and premises, with the appurtenances, and every part and parcel thereof, without any let, trouble or contradiction of me the said

said B.H. my, &c. or any other person or persons, claiming, or which shall or may claim any estate or interest in or to the Premises, or any part thereof, by, from or under us, or any of us, in as large and ample manner and sort, to all intents and purposes, as if the same Indenture of Lease had been in full force, and still remaining in the hands of him the said I.M. In witness, &c.

A Covenant not to commence any action or suit against a Surety that stands bound.

TO all, &c. Whereas I. M. and E. F. of, &c. by their Obligation dated, &c. are and stand bound unto me the said J. in the sum of, &c. conditioned for payment of, &c. at a day long thence past, as by the same Obligation and Condition thereof, more plainly appeareth; which said sum of, &c. or any part thereof, was not paid according to the condition of the said Obligation, whereby the said Obligation became forfeited. And whereas the said I. in *Easter* Term, in the year, &c. in the Court, &c. obtained Judgment of, &c. together with, &c. costs against the said, &c. as by the Records of the said Court more plainly may appear. Now know ye, That I the said, &c. for divers good causes and considerations me especially moving, am pleased and contented, and for me, my, &c. do covenant, promise and grant to and with the said, &c. their, &c. That neither I the said, &c. my, &c. nor any of us, nor any other person or persons whatsoever in the name of us, or any of us, shall at any time or times hereafter sue, implead, molest, arrest, attach, imprison and condemn, or cause to be, &c. the said J. M. his, &c. or any of them, for or upon the aforesaid Obligation so forfeited as aforesaid, or by virtue of the said Judgment, or of any Execution or Elegit to be had or procured thereupon by any other ways or means whatsoever. In witness, &c.

A Covenant to pay the Sheriff or his Bailiff, for apprehending a man.

TO all, &c. I T. O. of, &c. send greeting. Whereas, &c. doth owe and is indebted unto me the said, &c. in the sum of, &c. by Bill or Writing Obligatory under his hand and seal, upon which Bill I have commenced a Suit at Law, and thereupon had Judgment; upon which I have taken

taken out execution : And whereas M. F. Sheriff of, &c. or T. S. Bailiff of the Wapentake or Hundred of, &c. for the considerations here under-written and agreed upon, hath undertaken to do his best endeavour for the serving of the said Execution, and by virtue thereof to apprehend the body of the said J. S. Now know ye, That I the said T. O. for me, my, &c. do covenant, &c. That if the said M. F. or T. S. do serve the said Execution upon the body of the said I. S. and him imprison and commit unto the Gaol, whereupon he may remain charged with the said debt; or if upon serving the said Execution, the said I. S. do pay, &c. the said debt, or compound with me for the same; That then in any of the cases aforesaid, I the said, &c. shall and will forthwith pay the said M. F. or T. S. the sum of, &c. in consideration of the said business so to be performed, &c. In witness, &c.

Covenants between two Partners, at the dissolution of their Co-partnership.

THis Indenture made, &c. between T. H. C. and G. of London of the one part, and W. I. C. and G. of London aforesaid, of the other part, witnesseth, That whereas the said T. and W. by their Indenture of Co-partnership, bearing date, for the consideration in the said Indenture specified, did condescend, conclude and agree to become and continue joynt Dealers and Co-partners together, in the art and mystery of, &c. and in buying, selling and uttering of, &c. and all other Wares, Commodities, and Merchandizes, belonging, or commonly used to and with the said Trade, for the term of, &c. from the Feast-day of, &c. last past, &c. (if the said T. and G. should so long live, and unless they the said T. and W. should otherwise agree together, as by the said Indenture of Co-partnership (whereunto relation being had) more at large, &c.) And whereas the said T. and W. by their mutual consents, free-will and agreement, and for very good causes and considerations them thereunto moving, have thought good to dissolve and break off the Co-partnership, and from thenceforth to become no Co-partners together. Now this Indenture further witnesseth, That it is covenanted, concluded and fully agreed, by and between the said, &c. for and concerning the Premises, in manner and form following, viz.

first the said W. for and in consideration of a certain sum of money to him the said W. in hand, at the enfealing and delivery of these presents by the said T. well and truly paid and delivered for him, his, &c. doth covenant and grant, &c. by these presents, to assign and set over, remise and release unto the said T. &c. all and every such part, portion and share as he the said W. his, &c. hath, may, might or ought to have, of, in and to all and singular the goods, chattels, household-stuff, wares, merchandizes, debts, obligations, specialties, bills obligatory, sum and sums of money, and other things whatsoever, incident or belonging to the said late Co-partnership, or joynt-dealing in any manner of wise; and also his estate, interest, right and demand therein, or in, or to any part thereof, together with all such benefit and commodity as he the said W. his, &c. might or ought to have had, taken, or received, upon, for or by reason of the said Bills, Bonds, Books, Obligations, or Specialties belonging to the said Co partnership. And that it shall and may be lawful to and for the said T. his, &c. to have, keep, receive and enjoy as well all and every the goods, chattels, household-stuff, wares and merchandizes belonging to the said late Co-partnership, as also all and every such debts, duties, sum and sums of money, as shall be had, received, obtained or gotten by virtue of the said Books, Bills, Bonds, Obligations, or Specialties, or any of them, or of any suit, judgment, execution or process thereupon to be commenced, pursued, had or taken, without the let, trouble, or contradiction, or the unjust plea in bar arising from any act or thing heretofore done, or hereafter to be done, or willingly suffered by the said W. his, &c. or any of them; and without any account or other thing to be therefore rendered or yielded to the said W. his, &c. or any of them. And further, that he the said W. heretofore hath not received any sum or sums of money belonging to the said late Co-partnership (other than such as are already allowed upon account) nor hath released or discharged, nor that he, his Executors, or Administrators, shall or will hereafter receive, release, discharge, or make frustrate all or any of the said debts, duties, sum or sums of money, bonds, specialties or demands due, or to be due, by virtue of the said bills, bonds, specialties, obligations or agreements, or any of them (other than such as are allowed upon account, as

above-

aforesaid) without the consent or agreement of the said T. H. his, &c. first had and obtained in writing, under his or their hands; nor voluntarily or willingly discontinue, disavow or suffer to be non-suited in, or make any *retraxit*, or otherwise discharge, hinder or delay any action, suit or plaint whatsoever, which he the said T.H. now hath, or at any time hereafter shall commence, prosecute or pursue in the name of the said W.G. his, &c. for the recovery or obtaining of the said debts, duties, sum and sums of money, or demands belonging to the said late joynit dealing, but that the said W. G. his, &c. shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the costs of the said T.H. his, &c. justifie, allow, maintain and avow all and every such action, suit, plaint and arrest, as he the said, &c. his &c. shall commence &c. for the recovering, levying, obtaining, or getting of all or any the debts, &c. belonging to the said Co partnership; ratifying, &c. for the recovering &c. the said debts, duties, &c. or any of them. And lastly, that he the said T.H. his, &c. shall and will from time to time, and at all times hereafter, well and sufficiently acquit and discharge, save and keep harmless the said W. his, &c. of and from all and all manner of troubles, damages, arrests, costs, charges and incombrances whatsoever, which shall or may be taxed, urged, or happen to be had, recovered and obtained against the said T. his, &c. for or by reason or means of any action, suit, &c. which the said T.H. now hath, or shall hereafter commence, &c. or cause to be commenced &c. against any person or persons, for recovering, having, or obtaining any of the said debts, duties, sum or sums of money, or any thing whatsoever, touching the said late Co partnership now owing, or which hereafter shall be due or payable to the said T. and W. or either of them, or any person or persons whatsoever, or for or by reason of any debts now owing, or wares taken up upon credit by him the said T. his, &c. and not charged upon the said partible account, wherewith or whereby he the said W. G. his, &c. shall or may be charged or chargeable. In witness, &c.

A Partition of Debts between one Co-partner, and the Executor of the other, and to sue, &c.

THis Indenture made, &c. between R. E. Citizen, &c. and R. S. of London, Gentleman, Son and Heir apparent of W. S. late Citizen, &c. deceased, and Executor of the last Will and Testament of the said W. S. of the other part, Witnesseth, That whereas the said R. E. and W. S. in the life time of the said W. S. for many years together, did deal and traffick as joynt Partners and Occupiers in the Trade of, &c. and other Merchandizes, and in buying, selling and merchandizing, and by reason thereof divers and sundry sums of money, by divers and sundry persons, became due and payable to them joyntly as debts owing to the said R. and W. joyntly. And whereas therefore the said R. E. and W. S. in the life-time of the said W. S. by agreement between them, divers debts due and owing between them, did sever and part, in such manner and form, as in and by a certain pair of Indentures, bearing date the, &c. (and certain Schedules thereunto annexed) made between the said R. E. of the one part, and the said R. S. &c. is mentioned, and more plainly doth and may appear; since which time, divers and several of the debts therein mentioned, have been received and compounded for, as well by the said R. E. and W. S. in the life time of the said W. as also by the said, &c. Executor of the said W. since the decease of the said W. And whereas also divers and sundry other sums remaining then and yet unpaid, and uncompounded for, for the better recovery whereof, and for the continuing of peace and amity between them, they the said R. E. and R. S. have equally divided those debts, yet remaining unreceived or compounded for, as in and by two several Schedules thereof made (the one called the first Schedule, wherein the debts, duties, sums of money and demands, yet unreceived, now allowed and appointed to the said R. S. are contained and mentioned; and the other called the second Schedule, wherein the debts, duties, sums of money and demands, yet unreceived, and now appointed to the said R. E. are likewise contained, and mentioned, and hereunto annexed) more plainly it doth and may appear.

This Indenture now further witnesseth, That it is covenanted, granted, concluded and fully agreed between the said

said R. E. and S. R. for and concerning the Premises, in manner and form following, viz. first the said R. E. for him, &c. doth by these presents grant, assign and set over, remise and release unto him the said R. S. all and every the Debts, Obligations and Bills Obligatory, and several sums of money in the said Schedule annexed unto this present Indenture, called the first Schedule, mentioned and expressed, and all his part, portion, interest, right, and demand therein or thereof, with all such benefit and commodity as the said R. E. his, &c. can or may lawfully take, receive or have upon or by reason of any the said Obligations, Bills, Debts, Duties or Demands contained or mentioned in the said Schedule, called the first Schedule, allotted to the said R. S. And further, the said R. E. doth by these presents, for him, his, &c. constitute, and in his place appoint the said R. S. during his life, and after the death of the said R. S. his Executors and Administrators, to be his lawful Attorney irrevocable, for and in the name of the said R. E. during his life, and after his decease, for and in the name of his, &c. to ask, take, &c. of all the Debtors in the said Schedule, called the, &c. and annexed to this present Indenture mentioned, or any of them, or of the Heirs, &c. all and every the sum and sums of money in the said Schedule, called the first Schedule, mentioned or contained. And the said R. E. for him, his, &c. doth covenant and grant to and with the said R. S. his, &c. by these presents, that it shall and may be lawful to and for the said R. S. during the life of the said R. S. and to and for the Executors of the said R. S. after his decease, at the only cost and charges of the said R. S. his, &c. or some of them, in the name of the said R. E. during his life, and after his death, &c. to prosecute any actions, suits or complaints for the recovery of all or any the debts, duties or demands in the said Schedule annexed to this present Indenture, called, &c. contained or mentioned, against all or any of the Debtors therein named, their, &c. and the same actions, suits and complaints, and every or any of them, at the like costs and charges of the said R. S. his, &c. without the let, trouble, contradiction, or the unjust plea in bar, arising from any act heretofore done by the said R. S. his, &c. to prosecute and pursue until Judgment and Execution thereupon shall be had and taken, and all such sum or sums of money, as shall upon or by reason of any such suit or suits, happen to be recovered, had, levied or received,

to

to take and keep, to the only use and behoof of the said R. S. his, &c. without any accompt, or other thing therefore to be rendred or yielded to the said R. his, &c. or any of them; ratifying, &c. all and every action, act and thing, which the said R. his, &c. shall make, do, commit or execute, or cause, &c. in or about the premisses, for or touching the recovery, or receiving of all or any the said debts in the said Schedule mentioned. And the said R. E. his, &c. doth by these presents covenant, &c. to and with the said R. S. his, &c. that the said R. E. hath not heretofore released or discharged, nor that he, his, &c. shall or will release or discharge all or any the debts, duties, sums of money or demands in the Schedule, &c. without the consent or agreement of the said R. S. his, &c. first had and obtained in writing under his or their hand, or voluntarily or willingly discontinue, disavow, or be non-suited in, or make any retransit, or otherwise discharge, to hinder or delay any such action, suit or plaint, which the said R. E. his, &c. shall at any time hereafter commence, &c. in the name of the said R. S. for recovery or obtaining of all or any the said, &c. in the said Schedule, &c. mentioned. But that the said R. E. his, &c. shall and will from time to time, and at all times hereafter, justifie, avow, &c. all and every such actions, fines, &c. which he the said R. S. his, &c. shall at any time hereafter commence or prosecute at the cost and charges of the said R. S. his, &c. against any person or persons, for recovery or obtaining of all or any the said debts, &c. in the said Schedule annexed to this present Indenture, called, &c. mentioned or expressed. Ratifying, &c. all and every matter and thing whatsoever, which the said R. S. his, &c. or any of them, shall commence, make, do, execute or prosecute, for the receiving, recovering, levying, &c. the said debts, &c. or any of them. And the said R. S. for him, his, &c. and every of them, in consideration of the Premises, doth by these presents covenant and grant to and with the said R. E. his, &c. and every of them, that he the said R. S. his, &c. shall and will from time to time, and at all times hereafter sufficiently acquit, discharge and save harmless the said R. E. his, &c. and every of them, of and from all manner of damages, troubles, suits, arrests, costs and charges whatsoever, which shall be taxed upon, or happen to be had, brought, recovered, or obtained against the said R. E. his, &c. goods, chattels or lands; for or by reason of any action, suit, plaint, process, judgment, arrest or execution, which the said R. S. his, &c. shall hereafter bring, commence, pursue or prosecute, or cause

to be, &c. against any person or persons, in the said Schedule annexed to this present Indenture, called the first Schedule, named, contained or mentioned there, &c. for the recovering or obtaining of any the said debts, duties, &c. in the said Schedule mentioned. And the said R. S. for him, his, &c. doth further covenant, grant, assign, set over; remise and release unto the said R. E. all and every the debts, Obligations and Bills obligatory, and several sums of money, duties and demands in the said Schedule called, &c. annexed to this present Indenture, allotted to the said R. S. contained and expressed, and all Bills, Bonds obligatory, Writings and Specialties whatsoever, touching or concerning the same, or any of them, and all his part, portion, interest or demand therein or thereunto; or of any part or parcel thereof, together with all such benefit and commodity as the said R. S. his, &c. can or may lawfully have, take, or receive, upon or by reason of any the said debts, duties, or demands contained or expressed in the said Schedule, &c. And that all and every the several sums of money in the said Schedule, &c. annexed to these presents, contained and expressed, shall be and remain fully and wholly to the said R. S. his, &c. without let, trouble or contradiction, or without any accompt, or other thing to be therefore rendred or yielded unto the said R. S. his, &c. or any of them. And the said R. S. doth by these presents further covenant, promise and grant, to and with the said R. E. his, &c. That neither the said W. S. in his life-time, nor the said R. S. thence the time of his decease, nor either of them heretofore have not received, released or discharged, nor that the said R. S. his, &c. shall or will receive, release or discharge all or any the said debts, duties, sum or sums of money, or demands in the said Schedule contained and expressed, and allotted to the said R. E. for his part of the Premises, as aforesaid, without the consent of the said R. E. his, &c. thereunto first had and obtained in writing, under his or their hands. Nor otherwise voluntarily or willingly discharge, hinder, or delay any action, suit or plaint whatsoever, which the said R. E. his, &c. shall at any time hereafter commence, &c. for recovery or obtaining, of all or any the said Debts, &c. in the said Schedule, &c. mentioned. And whereas the Debt-books, and other Books, Bills, Bonds, Obligations and Specialties, wherein the debts, duties and demands before-mentioned, and wherein and whereby any wares or merchandizes were sold, or delivered to the persons in the said Schedule named, are contained or expressed, are now in the hands

hands and possession of the said R. S. therefore the said R. S. doth covenant for himself, his, &c. to deliver the same to the said R. E. his, &c. upon demand, and shall and will likewise upon the like request, at the place aforesaid, produce and shew forth to the said R. E. the said Book called the Debt-book, and all other Books, Scores and Writings, which remain in the hands, possession or custody of the said R. S. wherein the debts, duties or demands, or any of them contained in the said Schedule, &c. are mentioned or expressed, or whereby or wherein any wares or merchandizes, touching or concerning the same, were sold or delivered to any the persons in the said Schedule, &c. whereby the said R. E. may have and take the view and benefit and use thereof, to be shewed or produced forth in any Court or Courts of Record, or elsewhere, for the declaring, proving or recovering of all or any the said debts in the said Schedule, &c. or other occasions whatsoever, without any let, &c. In witness, &c.

A Conveyance from J. T. and El. his wife, (being tenant in tail) to R. E. and El. his wife, and the Heirs and Assigns of R. H. for ever.

THis Indenture, &c. between J. T. of, &c. Gent. and Elinor his wife, Cousin and next heir of T. and L. late of the City of, &c. Gent. deceased without Issue of his body, (that is to say) the only Daughter and Heir of W. L. Gent. elder Brother and Heir of the said T. L. of the one part, and R. H. of, &c. and El. his wife, of the other part, witnesseth, That they the said J. T. and El. his wife, as well for and in consideration of the sum of 210 l. of, &c. by the said R. H. unto them the said J. T. and El. his wife, at the enfealing and delivery of these presents, well and truly in hand paid, the receipt whereof they the said J. T. and El. his wife, do hereby acknowledge, and thereof, and of every part and parcel thereof, do fully, clearly, and absolutely acquit, exonerate and discharge the said R. H. his Heirs, Executors and Administrators, and every of them by these presents, Have granted, aliened, bargained, sold and confirmed, and by these presents, &c. unto the said R. H. and El. his wife, that all one Messuage or Tenement, &c. together also with all and singular the Rooms, Sellers, Sollers, Halls, Parlours, Chambers, Houses, Housings, Vaults, Pavements, Courts, Yards, Easements, and other Hereditaments, Emoluments and Appurtenances whatsoever, unto the said Messuage or Tenement and premisses, or any of them appurtenant, belonging or appertaining, or had, used, demised, occupied

occupied or enjoyed as part, parcel or member thereof, or as thereunto, or to any part thereof belonging or appertaining, and the reversion and reversions, remainder and remainders of them, and every of them. And also they the said J. T. and El. his wife, for the consideration aforesaid, have granted, bargained and sold, and by, &c. unto the said R. H. his Heirs or Assigns, all and singular Letters Patents, Exemplifications of Fines and Recoveries, Chirographies of Fines, Charters, Deeds, Indentures, Counterpanes, Writings, Evidences, Escripts and Minuments whatsoever, concerning only the Premises hereby mentioned to be bargained and sold, or only any part thereof, and which now are in the hands, custody or possession of the said J. T. or of any other person or persons, by his delivery or appointment, or to his use, or to the use of the said El. his wife, and which he may have obtained and come by, without suit in the Law; and also true Copies of all such other Letters Patents, Exemplifications of Fines or Recoveries, Chirographies of Fines, Charters, Deeds, Indentures, Counterpanes, Writings, Evidences, Escripts and Minuments whatsoever, amongst other things concerning the premises, or any part thereof, and which now are in the hands, custody or possession of the said J. T. or any other person or persons, by his delivery or appointment, or to his use; or which he may have, obtain, or come by, without suit in the Law; all and singular which said Letters Patents, Exemplifications, Chirographies, Charters, Deeds, Indentures, Counterpanes, Writings, Evidences, Escripts, and Minuments, to hereby bargained and sold by the said J. T. he the said J. T. doth hereby grant and agree to deliver, or cause to be delivered to the said R. H. his Heirs or Assigns, on this side the Feast of the Annunciation of the Blessed Virgin *Mary* now next coming, safe, uncanceled and undefaced, as now the same are, together with the said Copies, the Writings of the said Copies to be paid for by the said R. H. to the receipt of the said Copies, to have and to hold the said Messuage or Tenement and Backside, and all and singular other the premises hereby mentioned to be bargained and sold, and every of them, with their and every of their appurtenances, and the reversions and remainders of them, and every of them, unto the said R. H. and El. his wife, and the Heirs and Assigns of the said R. H. to the only proper use and behoof of the said R. H. and El. his wife, and the Heirs and Assigns of the said R. H. for ever, without any mortgage, condition, redemption, use or limitation to recal, alter, charge or determine the same, to be

holden

holden of the chief Lord or Lords of the Fee or Fees, whereof the Premises have been holden by the rents and services thereof due and of right accustomed. And the said J. T. for himself, his Heirs, Executors, and Administrators, doth covenant and grant to and with the said R. H. his Heirs and Assigns, and to and with every of them by these presents, that the said *El.* his Wife, is seised of the reversion of the said bargained premises of an estate to her and the Heirs of her body lawfully begotten, immediately expectant upon an estate for the life of *Hellen Cl.* now wife of *Leo Cl.* of, &c. Gent. with further remainder, or reversion immediately expectant upon the said estate tail, to the right Heirs of the said *El.* for ever (without any reversion or remainder of the same, or of any part thereof, in our Sovereign Lord the King, or otherwise) of the full; absolute reversion in fee-simple expectant, upon the said estate for life of the said *Hellen*. And the said J. T. for himself, his Heirs, Executors, and Administrators, doth covenant and grant to and with the said R. H. his Heirs and Assigns, and to and with every of them by these presents, that they the said R. H. and *El.* his wife, and the Heirs and Assigns of the said R. H. and every of them, shall and may from time to time, and at all times hereafter for ever, after the decease of the said *Hellen*, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement, Back-side and Premises, without the let, interruption, trouble, expulsion or eviction of the said J. T. and *El.* his wife, or either of them, or of their or either of their Heirs, of their or either of their bodies begotten, or to be begotten, or any other Heir or Heirs of T. C. Gent. deceased, and without any lawful let, trouble, interruption, expulsion or eviction of any other person or persons whatsoever, now having, or lawfully claiming to have any manner of estate, right, title, interest, thing or demand of, in, to, or out of the said bargained premises, or any of them, by, for, from, or under them, or any of them, or by, from or under the said *Hellen*, or by their or any of their means, consent or procurement, (except such person and persons which may lawfully claim under the Leases and Estates herein after excepted) and freed and discharged, or otherwise within convenient time, after reasonable request, well and sufficiently saved and kept harmless and indemnified by the said J. T. his Heirs, Executors, and Administrators, or some or one of them, of and from all and all manner of for-

mer and other bargains, sales, gifts, grants, alienations, estates, leases, joyntures, dowers, uses, wills, entails, rent-charges, rents seck, and arrerages of all manner of rents, statutes merchant, and of the staple, recognizances, judgments, executions, fines, post-fines, and of and from all other titles, troubles, charges and incumbrances whatsoever heretofore had, made, done, committed, omitted, or wittingly or willingly suffered or procured, or hereafter to be had, made, done, committed, wittingly or willingly suffered or procured by the said J. T. and El. T. L. and H. or either or any of them, their or either, or any of their Heirs, or Assigns, or by any other person or persons whatsoever; by their or any or either of their means, assent, consent or procurement, one estate thereof heretofore made by the said T. L. and *Hellen* his late wife, by fine and other assurances to the use of the said T. L. and *Hellen*, and the heirs of the said T. L. and one Lease made by the said *Hellen* and J. T. and El. his wife to R. by Indenture bearing date April 25, in the Twelfth year, &c. and all arrerages of rents, now accrued or to accrue, by reason of the same, and one other Lease made by the said J. T. and El. to the said *Hellen*, for One hundred years, for better security of payment of six pounds *per annum*, to the said *Hellen*, and her Assigns, during her life only excepted, and fore-prized: and the said J. T. for himself, his Executors and Administrators, doth covenant and grant, to and with the said R. H. and El. his wife, and the Heirs and Assigns, of the said R. H. by these presents, that they the said J. T. and El. his wife, and either of them, and their and either of their Heirs, and all and every other person and persons, now having, or lawfully claiming to have, or which at any time hereafter shall or may lawfully claim to have any estate, right, title or interest, of, in or to the said premises, and every or any of them, by, from, or under the said J. T. and El. his wife, and T. L. or by, from or under either or any of them, other than the said *Hellen*, and such as may claim under her, for her estate, as aforesaid, and other than such, which may claim under the said excepted Leases, or either of them, shall and will from time to time, and at all times after the date of these presents, at and upon the reasonable request, and only cost and charges in the Law of the said R. H. and El. his wife, and the Heirs and assigns of the said R. H. or any of them, do, make, knowledge, execute and suffer, or cause to be done, made, knowledge, executed and suffered, all and every such further, lawful and reasonable act and acts, thing and things, device

and devices, assurances and conveyances in the Law whatsoever, which shall be or may be for the more better and perfect assurance, sure making and conveying of all and singular the said bargained premisses, and every part and parcel thereof with the appurtenances unto the said R. H. and *El.* his wife, and the Heirs and Assigns of the said R. H. to the only proper use and behoof of the said R. H. and *El.* his wife, and of the Heirs and Assigns of the said R. H. for ever according to the true intent and meaning of these presents, be it by fine, feoffment, recovery, with single, double, or more voucher or vouchers, or Deed or Deeds, inrolled, or not inrolled, the inrollment of these presents, release or confirmation with warranty, or without warranty, or by all, every, or as many of the said ways and means, as by the said R. H. and *El.* his wife, his Heirs or Assigns, or his or their or any of their Council learned in the Law, shall be reasonably devised, advised and required, so as for the making, doing, acknowledging, executing, suffering or performing such further acts, things, devices, assurances and conveyances, or any of them, the person or persons that are to make such further assurances by force of this covenant, or any of them, be not compelled to travel above the space of twenty miles, nor by such acts, things, devices, assurances or conveyances; or any of them, be compelled or compellable, to warrant, acquit or defend the premisses, or any of them, more largely, or more generally, than only against acts, charges, tithes, troubles and incumbrances, had, made or done, or willingly or willingly suffered by them, or by any of their means assent, consent, privity or procurement, but not in any ways, to warrant against the said leases and estates before excepted or either or any of them. And moreover it is covenanted, granted, concluded and agreed upon, by and between all and every the said parties to these presents, that all and every fines, feoffments, recoveries, acts, things, assurances and conveyances in the Law whatsoever, hereafter to be had, made, levied, suffered, executed or performed, of the said premisses or any part thereof, and whereunto the said J. T. and *E.* his wife, or either of them, or their or either of their Heirs shall in any wise be party or parties, vouches or vouches, shall be and enure, and shall be deemed, construed, repured, adjudged, and taken to be and enure, to the only proper use and behoof of the said R. H. and *E.* his Wife, and of his Heirs and Assigns for ever, and to none other use or uses, intents or purposes whatsoever. And this Indenture further witnesseth, That the said J. T. for the consideration afore-

said,

said, hath granted, bargained, sold and confirmed, and by, &c. unto the said R. H. his Executors, Administrators and Assigns, all such goods, implements, household stuff, utensils, and things which are mentioned in a Schedule indented, hereunto annexed; and doth hereby also covenant and grant to and with the said R. H. his Executors, Administrators and Assigns, that he hath full power and sufficient and good right and authority to grant the same accordingly: and the said J. J. for himself, &c. doth covenant to and with the said R. H. his Heirs and Assigns, that he, his Heirs and Assigns, shall and will at all times hereafter, upon the request, and at the charges of the said R. H. his Heirs and Assigns, shew, or cause to be shewn forth in any Court of Law or Equity, or other place necessary, all Evidences which he or they shall have in their hands, or may lawfully come by, without suit of Law concerning the said bargained premises, or any part thereof, for maintenance of his estate hereby mentioned, to be assured unto him and his Heirs, and shall and will permit and suffer the same to remain in such Court or place, so long as shall be necessary in such behalf. In witness whereof, &c.

Robert Farr being seized of a Tenement in fee with remainders (wherein Eliz. Farr hath an estate for her life) having levied a fine, now suffereth a recovery, and selleth and assigneth the same to Robert Black, and his heirs in fee-simple by the subsequent deed.

THis Indenture Quadripartite, &c. between Robert Farr Son and Heir of, &c. G. G. and E. Ar. of, &c. of the first part, Robert Black of, &c. of the second part, W. H. and T. R. of, &c. of the third part, and J. P. and H. B. of the fourth part, witnesseth, That for and in consideration of the sum of two hundred pounds of, &c. to the said R. F. before the enfeoffing and delivery hereof, well and truly satisfied and paid by the said R. Bl. whereof the said R. F. doth by these presents acknowledge the receipt, and whereof, &c. He the said R. F. and the said G. G. and E. Ar. at his request and nomination have, and every of them hath (by and with the consent and direction of the said R. B.) granted, bargained, sold, aliened and confirmed, and by, &c. unto the said W. F. and T. R. all that great messuage, &c. together with all Houses, Buildings, &c. and the Rents, Services, Reversions and Remainders thereof, and also all the estate, right, title

interest, challenge, claim and demand whatsoever, of them the said R. E. G. G. and E. A. and every or any of them, of, in and to the said granted Tenement, &c. and also all Deeds, Evidences, Charters, Writings, Escrips and Miments whatsoever, which do touch or concern the said granted premisses, or any part thereof. To have and to hold the said Messuage or Tenement, Garden and Premisses, before hereby granted or conveyed, or mentioned or intended to be hereby granted and conveyed, and every part and parcel thereof, with the appurtenances unto the said W. F. and T. Y. their Heirs and Assigns, to the only uses, intents and purposes hereafter in these presents limited, expressed and declared, that is to say, to the use of them the said W. F. and T. Y. and of their Heirs untill a good and perfect common recovery shall be in due form of Law, at the costs and charges of the said R. B. or his Heirs. had and executed, of and for the said hereby granted, or intended to be granted, Messuage Tenement and Premisses against them the said W. F. and T. Y. before the Justices of the Court of Common pleas at *Westminster*, according to the usual course of common Recoveries in the same Court used for assurance of Land and Tenements, in which recovery the said I. P. and H. B. shall be demandants and recoverers, and the said R. F. shall be vouched to warrant, so as such recoverie so to be had, be had and executed before the end of the Term of St. *Hilary* next ensuing the date hereof, and from and after the full execution of the said recovery (in case the same shall be had and executed before the end of the same Term of St. *Hilary*, the said Recoveries intended shall stand seized, or in case the said recovery intended to be had, shall not be had and executed by the time aforesaid) then from and after the end of the same Term of St. *Hilary*), to the use of the said R. B. and of his Heirs and Assigns for evermore, and to and for none other use, intent or purpose, to be holden of the chief Lord or Lords of the Fee or Fees of the premisses by the rents and services therefore due and of right accustomed, and the said R. F. for himself, his Heirs, Executors and Administrators, and for every of them; doth covenant, promise and grant, to and with the said R. B. his Heirs and Assigns by these presents, that for and notwithstanding any act, matter or thing, had, made or done to the contrary by him, and the said E. F. his Father deceased, or either of them, (except as hereinafter is excepted) the said R. F. G. G. and E. A. or some of them, are, or one of them is, at the enfealing and delivery hereof, the true and lawful owners or owner of the

said granted, or intended to be granted premisses, and every part and parcel thereof, and of and in the same, and every part and parcel thereof lawfully and rightfully seized of a good, sure, sufficient and absolute estate of inheritance in Fee simple, in his or their own right, and to the only use of them, or some or one of them, his or their Heirs, by good assurance, right or title in the Law indefeasible, without any reversion remainder, or further interest in the Commonwealth, or any other person or persons, whatsoever, and also that notwithstanding as aforesaid, (except as herein after is excepted) the said R. F. G. G. and E. A. or some or one of them have or hath, at the time of the enfealing and delivery hercof, full power, good right and lawful authority, to grant, convey and assure the said granted or intended to be granted premisses, and every part and parcel thereof, in manner and form aforesaid, and according to the true intent and meaning thereof: and further also, that the said granted Messuage, Tenement and Premisses, and every part thereof, with their appurtenances, now be and are, and so from time to time, and at all times hereafter, shall or may be, remain and continue to the uses, intents and purposes aforesaid, in manner and form aforesaid, and according to the true intent and meaning of these presents, clearly acquitted (freed) and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Joyn-tures, Dowers, Wills, Covenants, Intails, Statutes Merchant, and of the Staple, Recognizances, Judgments, Executions, extents, rent charges, rents seck, arrerages of rents, and of and from all other titles, charges, troubles and incumbrances whatsoever at any time heretofore had, made, done, committed, omitted or suffered to be done, or at any time hereafter to be had, made, done committed, omitted or suffered to be done by him the said R. F. and the said E. F. his father, or either of them, except an Estate assured to and upon E. H. Widow, late Wife of the said E. F. by him the said E. for the term of the life of the said E. of the premisses hereby conveyed, or intended to be conveyed, which is intended to be rendred for the better execution of the said intended recovery, and also except a bargain and sale lately made by the said R. F. G. G. and E. A. to the said W. F. and T. Y. of the same premisses, to hold from December 20. last past, for the term of one whole year, which bargain and sale was intended, and made for the better execution of these presents; and the said R. F. for himself, his Heirs, Executors and Administrators, doth further covenant, promise and grant to and

with the said R. B. his Heirs and Assigns by these presents, that he the said R. B. his Heirs and Assigns, shall or lawfully may from time to time, and at all times hereafter for ever, according to the true intent and meaning of these presents, peaceably and quietly enter into, have, hold and enjoy the said granted Messuage, Tenement, Garden and Premises, and every part and parcel thereof with the appurtenances, without any let, interruption, challenge, claim, disturbance, eviction, ejection, molestation, hindrance or denial, of or by the said R. F. or of or by any other person or persons whatsoever, having or claiming, or pretending to have any lawful estate, right, title or interest in or to the premises, or any part thereof, from, by or under him, or his said Father deceased, (except the said E. F. and such as shall or may claim, for, by, from or under) and only for, by, from or under the estate for life of the said E. F. and the bargain and sale before herein excepted) and further also, that he the said R. F. and his Heirs, and all and every other person and persons, having or claiming to have, or that shall or may have, or claim to have any right, title, estate or interest, of, in or to the premises, from, by or under him, or his said Father, (except before excepted) shall and will from time to time, and at all times hereafter, during the space of ten years next ensuing the date hereof, upon the reasonable request, and at the costs and charges of the said R. B. his Heirs or Assigns, make, do, suffer, acknowledge and execute, or cause or suffer to be done and executed, all such further and other lawful and reasonable acts things and assurances, for the further, better and more perfect granting, assuring and conveying of the said Messuage, Tenement, Garden and Premises, before hereby granted or mentioned, meant or intended to be hereby granted, with the appurtenances, to the use of the said R. B. his Heirs or Assigns for ever, according to the true meaning of these presents, as by him the said R. B. his Heirs or Assigns, or by his or their Council learned in the Law, shall be in that behalf reasonably devised, or advised and required, so as for the making of such further assurance, neither, the said R. F. nor any other person, by whom such assurance is to be made, shall be compelled or compellable to travel for the doing thereof further than the Cities of *London* or *Weminster*, and so as such further assurances contain not, nor imply any further or more general warrant or acquittal, than is before herein comprized. And it is concluded and agreed by and between the said parties to these presents, that all and every fine and

fines,

finer, recovery and recoveries, and other assurances whatsoever, at any time heretofore had, made, suffered or executed of the premises, or at any time hereafter to be had or executed of the premises, or any part thereof, either alone by it self, or together with any other Lands, Tenements or Hereditaments, and wherunto the said R. F. hath been, or he or his Heirs shall be in any sort consolor or consolors, vouchee or vouchees, party and parties, shall be and enure, and shall be deemed, adjudged and taken to be and enure, as touching the said granted premises, to and for the only use of the said R. B. and of his Heirs and Assigns for ever, and to and for none other use, intent or purpose whatsoever; provided always, and it is the true intent and meaning of these presents, and of all the parties hereunto, that neither these presents, nor any thing therein contained, shall extend, or be construed to extend to charge the said G. G. and E. Ar. or either of them, their or either of their Heirs, with or for any warranty to acquittal of the said premises, or any other thereof, other than against him and themselves respectively, and his and their respective Heirs. In witness, &c.

Note.

A demise, bargain and sale was made by R.H. G.G. and E.A. to W.F. and T.Y. *Habund.* to them for one year, from *Decemb. 25.* last, that the estate of Free-hold might vest in them without livery.

Note.

A Surrender is made to *EL.* to R. F. of her estate for life; for otherwise W. F. and T. Y. could not have been made perfect Tenants of the Free-hold.

John Vaugh. (*seized of a Tenement jure uxoris for her life, the remainder in fee-tail belonging to Tho. M.) together with his wife, and the Tenant in tail, conclude to convey the same to T. S. and his Heirs, the assurance is by fine and recovery intended to be executed, the use whereof being to T. S. and his Heirs, is directed by the following Deed; wherein are comprized necessary Covenants.*

THis Indenture Quadripartite, made, &c. between J. V. of, &c. and Mary his Wife, late the wife of E. M. late of, &c. deceased, of the first part, Tho. M. of, &c. Son and Heir of the said E. M. on the body of the said Mary begotten, of the second part, T. S. of, &c. of the third part and W. F. of, &c. of the fourth part. Whereas the said J. V. and M.

his wife, stand seized in the right of the said M. of an estate of freehold, for term of the life of the said M. the remainder thereof in fee-tail to the said T. M. party to these presents belonging, with divers remainders over, of and in all that one great or Capital Messuage, &c. and also of and in all Houses, Edifices, &c. Witnesseth now this present Indenture, that for and in consideration of the sum of 600*l.* of, &c. to the said, &c. well and truly paid and satisfied, it is concluded and agreed by and between the said parties to these presents, that for and in consideration of inheritance in fee-simple, shall be conveyed, settled and assured to and upon the said T. S. of and in all and singular the said great Capital Messuage or Tenement and Mansion-house, now used as two houses, as aforesaid, and all other the premises before mentioned, with their and every of their rights, members and appurtenances, and that to that end, intent and purpose, the said *John V.* and *Mary* his wife, and *Tho. M.* party to these presents, shall and will before the end of *Michaelmas* Term, now next ensuing the date hereof, acknowledge and levy to the said W. F. and his Heirs, one fine *sur connuzance de droit come ceo*, &c. to be sued out with Proclamations, according to the form of the Statute in that case made and provided, of all and singular the said Capital Messuage or Mansion-house, and other the Premises, with the appurtenances, by the name of two Messuages, with the appurtenances, in the Parish of, &c. or by some other apt name or names, as by counsel shall be thought meet, to the intent to make the said W. F. perfect Tenant of the freehold of the premises, that [in one Writ of entry *sur disseisin en le poist*, issuing out of the High-Court of Chancery, and to be returnable before the Justices of the Court of Common-pleas at *Westminster*, may be obtained and sued out, whereby the said T. S. shall demand against the said W. F. all the said Capital Messuage or Mansion-house and Premises, by some apt name or names, as by counsel shall be advised, to which Writ the said W. F. shall appear in person, or by Attorney thereunto lawfully authorized, and after count or declaration against him by the said T. S. he the said W. F. shall make defence by words of course, and vouch to warranty the said T. M. party to these presents, who shall likewise appear in person, or by his Attorney in that behalf lawfully and sufficiently authorized, and after count or declaration against him by the said T. S. shall make defence by words of course, and vouch to warranty the common vouchee, who shall appear in person at the Bar

Bar of the said Court of Common-pleas, and after declaration against him, shall make defence, and enter into the warranty, and afterwards make default; whereupon several judgments shall or may be had, that so a good and perfect common recovery with double voucher, according to the course of common recoveries in the said Court of Common-pleas used, may be had and executed of the premisses: And this Indenture further witnesseth, and it is the true intent and meaning of these presents, and of the parties to the same, that the said recovery so, or in any other manner to be had or executed, and the whole execution of the fine and recovery of the said Capital Messuages and Premises, to be had or executed, as aforesaid, shall be and enure, and shall be deemed, adjudged, construed and taken to be and enure, to and for the only proper use and behoof of the said T. S. and of his Heirs and Assigns for ever, and to none other use, intent, or purpose whatsoever. And the said *John V.* for himself, his Heirs, Executors and Administrators doth covenant, promise and grant, to and with the said T. S. his Heirs and Assigns by these presents, that saving and excepting the terms and estates herein after excepted) he the said J. V. and *Mary* his wife, at the time of the enfealing and delivery hereof, are, and until the fine aforesaid, by them to be levied, as aforesaid, shall be fully executed, as aforesaid, shall be seized in the right of the said *Mary*, of a good estate of Freehold for the life of the said *Mary*, of and in the Capital Messuage, Mansion-house, and premises before mentioned, to be settled and assured to or upon the said T. S. or his Heirs aforesaid, and that the said J. V. and *Mary* his wife, now have, and until as aforesaid, shall have full power, good right, and lawful authority to convey and assure the premisses to the said T. S. and his Heirs, for the life of the said *Mary*, according to the true intent and meaning of these presents, and also that the said Capital Messuage or Mansion house and Premises before mentioned, or intended to be hereby settled or assured, as aforesaid, and every part and parcel thereof, with the appurtenances, now be and are, and so from time to time, and at all times for ever, shall or may be, remain and continue unto the said T. S. his Heirs and assigns according to the limitation aforesaid, and according to the true intent and meaning of these presents, clearly acquitted, and exonerated and discharged, or otherwise by the said J. V. his Executors or Administrators, well and sufficiently saved and kept harmless of and from all former and other Grants, Leases, Mortgages, Estates, Acts, Titles,

Titles, Charges, Troubles and Incumbrances whatsoever had, made or done, or to be had, made, done or committed by him the said *John V.* and *Mary* his wife, or either of them, except and foreprized one Lease of Indenture bearing date, &c. made and granted by the said *J. V.* and *M.* his Wife, and *T. M.* party to these presents, of certain parts of the said Capital Messuage, then, &c. for the term of 31 years, from the Feast of the birth of our Lord God, then last past, upon which is reserved the yearly rent of 30*l.* and 10*s.* and also excepted and foreprized such term and Interest as *Tho. A.* hath in the other parts of the said Capital Messuage, by vertue of a Lease heretofore made to *Simon L. Mercer*, deceased, for certain years yet to come, under the yearly rent of 44*l.* and 10 *shillings*, which said several yearly rents from henceforth, for and during the rest and residue to come, of the respective terms before mentioned, to grow due and payable, it is concluded and agreed by and between the said parties to these presents, and every of them, and declared to be their true intent and meaning, shall continue, and be due and payable, and ought to be paid to the said *T. S.* his Heirs or Assigns; and the said *J. V.* for himself, his Heirs, Executors, and Administrators, doth further covenant and grant to and with the said *T. S.* his Heirs and Assigns by these presents, that he the said *T. S.* his Heirs and Assigns, shall or lawfully may from time to time, and at all times, hereafter, for ever peaceably and quietly enter into, have, hold and enjoy all and singular the Capital Messuage, Manthou-house and premisses before mentioned, or intended to be hereby settled or assured, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without any let, interruption, disturbance or incumbrance, of or by them the said *J. V.* and *Mary* his Wife, or either of them, or of or by any other person or persons lawfully claiming, or to claim, or having right or title from, by or under them, or either of them, their or either of their act, right, title or estate, except such as shall or may claim by or under the Leases before excepted, or either of them, and for the terms or interest in or by the same Leases granted only, and also that he the said *J. V.* and *Mary* his Wife, and either them, shall and will from time to time, upon the reasonable request, and at the costs and charges in the Law of the said *T. S.* his Heirs and Assigns, make, do, suffer, execute and acknowledge all and every such further and other lawful and reasonable acts, things and assurances in the Law, containing or implying

no further or more general warranty or acquittal, than only against them the said J. V. and M. his Wife, and either of them, for the better assuring and sure making of the said premises to the said T. S. his Heirs and Assigns, as by him or them, or by his or their Council learned in the Law, shall be in that behalf reasonably devised, advised or required, and so as for the doing thereof, neither the said J. V. or Mary be compelled to travel above ten miles from the place of his or her respective dwelling or abode, at the time of such request to be made. And the said T. M. party to these presents, for himself, his Heirs, Executors and Administrators, and every of them, doth covenant and grant, to and with the said T. S. his Heirs and Assigns by these presents, that saving and excepting the terms and interests herein before excepted, he the said T. M. at the time of the enfealing and delivery hereof, is seized of a good, perfect and absolute estate of inheritance in Fee-simple, of and in the said Capital Messuage, Mansion-house and premises before mentioned, or intended to be settled or assured, and until &c. shall be settled and assured to and on the said T. S. his Heirs and Assigns, according to the limitation aforesaid, and the true intent and meaning of these presents, shall be seized of all and singular the same Capital Messuage, Mansion-house and premises, with the appurtenances of a good lawful and sufficient estate of inheritance, in Fee-tail expectant, upon the death of the said Mary Vaughan, and at the time of the enfealing and delivery hereof, hath, and until as aforesaid, shall have full power, good right and lawful authority to convey, settle and assure the premises, to and upon the said T. S. his Heirs and Assigns for ever, in form aforesaid, according to the true intent and meaning of these presents, and also that all and singular the said Capital Messuage or Mansion-house and other the premises before herein mentioned, or intended to be conveyed settled or assured, as aforesaid, and every part and parcel thereof, with the appurtenances, now be and are, and so from time to time, and at all times hereafter for ever shall or may be, remain and continue unto the said T. S. his Heirs, and Assigns, according to the limitation aforesaid, and the true intent and meaning of these presents, clearly acquitted, exonerated and discharged, or otherwise by him the said T. M. party to these presents his Heirs, Executors or Administrators well and sufficiently saved, and kept harmless, of and from all and all manner of former and other bargains sales, Gifts, Grants, Leases, Mortgages, Estates, Joyntures, Dowers,

Dowers, Wills, Covenants, Entails, Statutes merchant, and of the Staple, Recognizances, Judgments, Executions, Extents, Debts to the Commonwealth, Debts of Record, and of and from all other Titles, Charges, Troubles and Incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed or suffered to be done by them the said T. M. and the said B. M. his Father, and T. M. his Grandfather, or any of them, or by any other person or persons whatsoever, the said Leases therein before mentioned to be excepted, and either of them, and the said Estate, for life of the said M. V. and the Feefarm rent of Sixteen shilling, issuing, or yearly due and payable out of, or for the said premises, to the Mayor and Commonalty of the said City of B. only excepted and fore-prized, and the said T. M. for himself, his Heirs, Executors and Administrators, doth further covenant and grant to and with the said T. S. his Heirs and Assigns by these presents, that he the said T. S. his Heirs and Assigns, and his and their Farmers and Tenants shall, or Lawfully may from time to time, and at all times hereafter for ever peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy all and singular the said capital Messuage, Mansion-house and premises before mentioned, or intended to be conveyed, settled or assured, and every part and parcel hereof, with the appurtenances, and take, receive and enjoy the rents, issues and profits thereof, to his and their own use, without any let, interruption disturbance or incumbrance of or by him the said T. P. or his Heirs, or of or by any other person or persons whatsoever, claiming or to claim, or having or pretending to have any any lawful Estate, Right, Title, interest or thing, of, in, to or out of the premises, or any part thereof (except such as shall or may claim for, by or under the Leases, or Estates and Rents before herein excepted, or any of them.) And further, that he the said T. M. and his Heirs, and all and every other person and persons, that shall or may claim from, by or under him, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the costs and charges in the Law of the said T. S. his Heirs or Assigns, make, do, suffer, execute and acknowledge, or cause to be made, done, suffered, executed and acknowledged, all and every such further, and other reasonable and lawful acts, things and assurances in the Law whatsoever, for the further and better assuring, sure making, settling and conveying

veying to the said T. S. his Heirs and Assigns, of all and singular the said Capital Messuage or Mansion-house and premises before hereby mentioned; or intended to be hereby settled, conveyed or assured, and every part and parcel thereof, by such ways and means in the Law, as by him the said T. S. his Heirs or Assigns, or by his or their Council learned in the Law, shall be in that behalf reasonably devised or advised and required, so as for the doing thereof, the said T. M. and such others as are or ought to make such further assurance by force of the Covenants, be not compelled or compellable to travel above Fifty Miles from the place of his or their respective dwelling or abode at the time of such request to be made: and it is declared to be the true intent and meaning of these presents, and of all the parties to the same, that all fines, Feoffments, recoveries, conveyances and assurances at any time hereafter to be had, levied, suffered, executed or acknowledged, by or between the said parties hereunto or any of them, or any other person or persons whatsoever of the said capital messuage, or Mansion-house and premises before mentioned, or any part thereof, either alone by it self, or together with any other Lands, Tenements or Hereditaments, shall be and enure, and shall be deemed, adjudged, construed and expounded to be and enure, to and for the only use and behoof of the said T. S. and of his Heirs and Assigns for ever, and to none other use, intent or purpose; and the said I. V. and Mary his Wife, and I. M. party to these presents, for the considerations aforesaid, have granted, bargained and sold, and by these presents do grant, bargain and sell to the said T. S. and his Heirs, all and every the Deeds, Charters, Evidences, Writings, Counterparts of Leases, Escripts and Minuments, which do touch or concern the said Messuage and Tenements, or any part or parcel thereof, all which, or as many of them as now are, or be in the hands or possession of the said I. V. and M. his wife, or either of them, or any other person or persons, to his, her, or their own use, or by his or her delivery, or in the hands or possession of the said T. M. party to these presents, or of any other person or persons, to his, or by his delivery, the said J. V. for himself, his Executors and Administrators respectively, and the said T. M. for him, his Heirs, Executors and Administrators, do severally and respectively convenant and agree to deliver, or cause to be delivered, uncanceled and undisposed, or in as good condition and plight, as now the same are unto the said T. S. his Heirs, or Assigns, before the Feast day of the birth of our Lord God next ensuing the date hereof

hereof. In witness whereof, all the said parties to every part of this Indenture *Quadrupartite*, have put their hands and seals, &c.

William King (being seized of lands, and, &c. in fee tail with remainders) dieth, having issue three daughters who as Co-heirs enter. Now S. N. and Hest. his wife, one of the Co-heirs, (for the better conveying of Hesters third part to J. F. and his Heirs) suffer a recovery, and by this Deed, together with the Tenants of the free-hoold, and the recoverers direct the use of the same recovery.

THIS Indenture Tripartite, &c. Between *Sam. N. &c. and Hest. his Wife*, (one of the Daughters and Co-heirs of *W. K. late of, &c. deceased*) of the first part, *J. F. the younger of, &c.* the second part, and *T. Y. of, &c. and N. L. and B. T.* of the third part, witnesseth, That whereas the said *S. N. and Hester his Wife*, in the right of the said *Hester* were at the beginning of the Term of *S. Michael* now last past, and before seized in fee-tail, with divers remainders over, of and in one full third part (the whole into three equal parts to be divided,) of all that Tenement, &c. containing by estimation one yard Land, with the appertinances, set, lying and being in *Dundry* aforesaid, in the said County of *Somerset*, and of and in all Houses, edifices, Buildings, Barns, stables, orchards, gardens, Backsides, Lands, Tenements, Meadows, Leasows, pastures, commons, common of pasture, Woods, underwoods, profits, commodities, emoluments and hereditaments whatsoever, to the said messuage and premises, or any of them, or to any part and parcel of them belonging, or in any wise appertaining: and whereas the said *S. N. and H. his Wife*, being so seized as aforesaid, since the beginning of the said last Term of *S. Michael*, did, for and in consideration of the sum of 100*l.* of, &c. to them by the said *J. F.* before the enfealing and delivery hereof, well and truly pay and satisfy, whereof they do hereby acknowledge the receipt, and thereof and of every part and parcel thereof, do clearly acquit and discharge the said *J. F. his Heirs, Executors and Administrators* by these presents, conclude and agree, to, and with the said *J. F.* to convey and assure to the said *J. F. his Heirs and Assigns* for ever, to the only and proper use and behoof of him the said *J. F. his Heirs and Assigns* for evermore, the one full third part of all and singular the Tenements, Cottages, Lands and premises before

fore in these presents mentioned or expressed, and of all and singular other the Messuages, Lands, Tenement and Hereditaments whatsoever within the Parish of *Dundry* and *Chiew* aforesaid or either of them, whereof the said *William King* the younger, (Father of the said *Hester*) in his life time, and at the time of his death was seized of an Estate of Inheritance by such ways, means and assurances in the Law, as by the Council of the said J. H. should be advised and thought meet; and whereas it was advised and thought meet by the Council of the said J. F. and concluded and agreed by and between the said parties to these presents, that a common recovery with double Voucher should be suffered and executed of the said third part, by the said S. M. and H. his wife, of the Messuages, Tenements, Cottages, Land and premisses, before in these presents mentioned or expressed, for the cutting off the said intail, and barring all remainders, and for the assuring and settling of the Inheritance of the same third part, to and on the said J. F. his Heirs and Assigns for ever, in pursuance of which said advice, conclusion and agreement they the said S. N. and *Hester* his wife, by their Deed indented, bearing date the first day of this instant month of *November*, and inrolled in the High Court of Chancery the nineteenth day of the same month, (made between them the said S. N. and *Hester* of the one part, and the said T. Y. of the other part) have granted, bargained and sold to the said T. Y. and his Heirs one full third part (the whole in three equal parts to be divided) of all and singular the Tenements, Cottages, Lands and Premises before in these presents mentioned or expressed, and of all and singular other the Lands, Tenements and Hereditaments whatsoever, within the Parishes of *Dundry* and *Chiew* aforesaid or either of them, whereof the said W. K. the younger, (Father of the said *Hester*) in his life time, and at the time of his death was seized of an Estate of Inheritance, and the Rents, Reversions and services thereof, to be had and holden to the said T. Y. perfect Tenant of the Free hold of the Premises, that a good, perfect and common recovery, with double Voucher might thereof be had and executed, in pursuance of, and according to the said conclusion and agreement; and whereas afterwards in the same Term of *S. Michael*, according to the conclusion and agreement aforesaid, the said N. L. and B. T. did pursue out of the said Court of Chancery one Writ of Entry *Sur disseisin en le poss.* returnable before the Justices of the Court of Common-Pleas at *Westminster*, whereby the said N. L. and Ben. T. demanded against the

the said T. Y. the said part of the Messuage, Tenement, Cottage, Lands, and things herein before mentioned or expressed, and by the said conclusion and agreement, meant or agreed to be assured or conveyed to the said J. F. and his Heirs as aforesaid, by the names of the third part of two Messuages, of thirty acres of land, of ten acres of meadow, of thirty acres of pasture, of three acres of wood, and common of pasture, with the appurtenances, in *Dundry* and *Chew* in the County of *Somerset*, to which Writ the said T. Y. appeared in person, and after declarations against him by the said N. L. and B. T. he the said T. Y. appeared in person at the Bar of the said Court, and vouched to warranty the said S. N. and H. his wife, who likewise appeared in person, and did enter in the warranty, and afterward vouched over the common vouchee, who did likewise appear in person, and after declaration against him, made defence, and afterwards made default, whereby several judgments were had according to the course of common recoveries used in the said Court of Common-pleas, Witnesseth now further this present Indenture; and it is hereby explained, declared and expressed, that the true intent and meaning of all the said parties to these presents before, and at the time of the suffering the said recovery, was, and ever since hath been and yet is, that the said recovery, and the whole execution thereof should, and for ever hereafter shall be and enure, and the said recoveries, and their Heirs shall for ever hereafter stand and be seized of, and in the said third part of the said Tenement, Cottage, Lands and premises before mentioned, with the appurtenances, to and for the only proper use and behoof of him the said J. F. and of his Heirs and assigns for ever, and to or for none other use, intent or purpose whatsoever, and for that end and purpose (according to the advice of the Counsel, and the conclusion and agreement aforesaid) the said S. N. and H. his Wife, for them and their Heirs, and every of them do, and either of them doth by these presents remise, release and quit claim all Errors, Writ and Writs of Errors, cause and causes of Errors, misprisions and misentries and demands, which they the said S. and H. or either of them, their or either of their Heirs have, or hereafter may or ought to have, for or by reason of any Errors, misprision, misentry, Erroneous obtaining or prosecution of the said Writ of Entry and judgments aforesaid, or any of them, or other matter or thing whatsoever, in or about, or any way touching or concerning the said recovery, or any the proceeding

or prosecution thereof: And the said S. N. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant, to and with the said J. F. his Heirs and Assigns, to and with every of them by these presents, that he the said S. N. and H. his wife, at the time of the enfealing and delivery of the said recited Deed, made to the said T. Y. and before mentioned to be enrolled as aforesaid, were lawfully and rightfully seised in the right of the said H. of, and in one full third part (the whole in three equal parts to be divided) of all and singular the Tenements, Lands and Premises before herein mentioned in fee-simple, or fee tail, and at the time of the enfealing the said Deed as aforesaid, had full power, good right, and lawful authority, to grant, convey, settle and assure the said third part, in manner and form aforesaid, according to the true intent and meaning of these presents, and also that the said third part of the said Tenement, Land and Premises before herein mentioned, or intended to be conveyed, settled or assured to the said J. F. as aforesaid, now be and are, and so from time to time and at all times hereafter, for ever shall or may be, remain and continue unto the said J. F. his Heirs and Assigns, according to the limitation aforesaid, and the true intent and meaning of these presents, clearly acquitted, exonerated and discharged, or otherwise by them the said S. N. and Hester, their Executors or Administrators, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, estates, joynitures, dowers, wills, covenants, entails, statute merchant and of the staple, recognizances, judgments, executions, extents, debts to the Commonwealth, sequestrations, debts of record, fines, issues, amerciaments, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed or suffered to be done by the said S. N. and Hester, William King the younger, and William King the elder, father and grandfather of the said H. K. or any of them, or by any other person or persons whatsoever, claiming or to claim, from, by or under them, or any of them, and the said S. N. for himself, his Heirs, Executors and Administrators, and every of them, doth further covenant, promise and grant, to and with the said J. F. his Heirs and Assigns, and every of them by these presents, that he the said J. F. his Heirs or Assigns, and his and their far-

ryers and Tenants, shall, or lawfully may from time to time, and at all times hereafter for ever, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy one whole third part of all and singular the Tenements, Lands, and Premises before-mentioned, and take, receive and enjoy the rents, issues, and profits thereof, to his and their own use, without any let, interruption, challenge, claim, disturbance or incumbrance, of or by them he said S. N. and Hester, or either of them, their or either of their heirs, &c. or of or by any other person or persons whatsoever, lawfully claiming, or having, or pretending to have any lawful estate, right, title, interest or thing, of, in, to or out of the said granted third part from, by or under the said Hester, and he the said Father and Grandfather, or any of them. And further,

For better assurance. that the said S. N. and Hester his wife, and the heirs of the said Hester, shall and will from time

to time, and at all times hereafter, upon the reasonable request, and at the costs and charges in the Law of the said J. F. his Heirs and Assigns, make, do, suffer, execute and acknowledge, or cause to be made, done, suffered, executed and acknowledged, all and every such reasonable and lawful acts, things and assurances in the Law whatsoever, for the further and better settling, assuring, sure-making and conveying to the said J. F. his Heirs and Assigns for ever, according to the true intent and meaning of these presents, the said third part before hereby mentioned or intended to be conveyed and assured of and in the Tenements, Lands, and premises aforesaid, by such ways and means in the Law, as by him the said J. F. his Heirs or Assigns, or by his or their Council learned in the Law, shall be in that behalf reasonably devised, or advised and required, for the making whereof, the said S. N. or Hester shall not be compelled to travel above twenty miles from the place of his, her, or their dwelling or abode, at the time of such request to be made, nor to enter into any further or more general warranty, or acquittal than is herein comprized, and the said S. N. and H. his wife, for the considerations aforesaid, have granted, bargained and sold, and by, &c. to the said J. F. his Heirs and Assigns, all Deeds, Charters, Writings and Evidences which do touch or concern the premises aforesaid, or any part thereof, and all the right, title and demand of them the said S. and H. of, in and to all and every or any the same Deeds, Evidences and Writings. In witness whereof, all the said parties have to each part of this Indenture Tripartite, &c.

W. B. being possessed of Lands, &c. for term of years (the inheritance of which Lands in fee-simple, were conveyed to R. R. and W. B. in trust, to be disposed of as W. B. and his wife shall appoint) contracts with W. for sale, the Assurance advised thus ; That for keeping on foot the term, and preventing incumbrances, the term should be granted to W. D. himself, and the inheritance to W. D. his Son, the inheritance is conveyed to the Son, as followeth :

THis Indenture, &c. between W. B. of, &c. R. R. and W. K. of, &c. of the one part, and W. D. and W. D. of, &c. witnesseth, That for and in consideration of the sum of, &c. to the said W. B. by the said W. B. the elder, before the sealing hereof paid, as well for certain terms and interests by the said W. B. to him the said W. D. already made and granted of the parcels of Land herein after granted, as for the inheritance thereof, hereby intended to be granted and conveyed, the said R. R. and W. K. at the request of the said W. B. and by the appointment, and with the Attornment of the said W. D. the elder, have, and either of them hath granted, bargained, sold, alienated and confirmed, and by, &c. to the said W. D. the Son and his heirs, all that Messuagè, Tenement, &c. and all rents, reversions, remainders and services of the said premises, and all their and either of their right, title, interest, challenge, claim and demand whatsoever, of, in and to the same premises, to have hold and enjoy the said, &c. unto the said W. D. the Son, his Heirs and Assigns for ever, to his and their own use for evermore, to be holden of the chief Lord or Lords of the Fee or Fees of the Premises, by the rent and service therefore due, and of right accustomed, and it is concluded and agreed by and between the said parties, that neither these presents, nor any thing therein contained, shall extend or be construed to extend to bind or charge the said R. R. and W. K. or either of them, their or either of their heirs touching the premises, otherwise than against his and their own acts respectively. In witness whereof, &c.

Note.

That in respect of the Attornment of Tenant, the estate of inheritance passeth legally without livery.

B. M. being seised of Lands, (jure uxoris) she being a Co-heir purchaseth of J. B. (to whom the estate of the Co-heirs is come) all the Lands, the Conveyance is by recovery concluded to be suffered by J. B.

THis Indenture, &c. Between J. B. of, &c. Son and heir of William Beaumont late of, &c. deceased, and M. his Wife, one of the Daughters and Co heirs of D. S. Gent. deceased, of the one part, and B. M. of, &c. William H. J. H. of, &c. and Rich. C. of, &c. of the other part, witnesseth, That the said John Beaumont, for and in consideration of the sum of 200 l. of, &c. to him by the said B. M. before, &c. wherof, &c. hath agreed to grant, convey and assure to the said B. M. his Heirs and Assigns for ever, all that toft, and eight acres of Land by estimation, be they more or less, called, &c. and also common pasture for six young Beasts, and one Horse with the appurtenances in Wickware Heath, all which premises are situate, &c. and now are in the tenure, holding, or occupation of the said B. M. in the right of E. his wife, the daughter of R. W. deceased, for term of her life; and which said premises late were the inheritance of the said D. S. and by and after his death, descended and came to his three Daughters, viz. the said M. E. the wife of R. C. and B. the wife of J. M. the parts and portion of which E. C. and B. he the said W. B. purchased and died thereof seised. And also the said J. B. for the considerations aforesaid, hath agreed to grant, convey and assure to the said B. M. his Heirs and Assigns for ever, all other the Messuages, Lands, Tenements, and Hereditaments of him the said J. B. within the Parish of W. aforesaid, and all rents, reversions and services of the premises, and every part thereof, as by such ways and means as by him the said B. M. or his Council learned in the Law, shall be in that behalf reasonably devised and required: and this present Indenture further witnesseth, That the said J. B. doth for himself, his Heirs, Executors and Administrators, covenant promise and grant to and with the said B. M. his Executors and Administrators and Assigns by these presents, that he the said J. B. shall and will before the end of Easter Term now next ensuing by Deed indented and enrolled in the High Court of Chancery, bargain and sell to the said W. H. and J. H. and their heirs, all the said toft and Premises, to have and hold to the said W. H. and J. H. and their heirs, during the natural life of the said J. B. to the in-

rent and purpose to make them Tenants of the free-hold of the premises, and that a Writ of Entry *Sur disseisin en le poſt*, shall be brought and prosecuted by the same B. C. against the said W. H. and J. H. whereby he shall demand the said premises by some fit or apt names against them the said W. H. and J. H. who shall appear in person, and vouch to Warranty the said J. B. who shall likewise appear in person, and vouch over to Warranty the common Vouchee, who shall likewise appear in person, and enter into the Warranty, and afterwards make default, and depart in contempt of the Court, whereby several Judgments shall be had, (*viz.*) for the said R. C. to recover the Premises against the said W. H. and J. H. and for them to recover in value against the said J. B. and for the said J. B. to recover over in value against the said common Vouchee, which said recovery, so or in any other manner to be had and executed, and all fines, feoffments, and other assurances at any time hereafter to be had or executed of the premises, or any part thereof, shall be and enure, and shall be deemed, adjudged, construed and expounded to be and enure, to and for the only use and behoof of the said B. M. and of his Heirs and Assigns for ever, and the said J. P. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said B. M. his heirs and Assigns by these presents, that he the said J. B. at the time of the enfealing and delivery hereof is, and until the said Premises shall be fully and perfectly conveyed and assured to the said B. M. his heirs and Assigns for ever, according to the true intent and meaning of these presents, shall be the true and lawful owner of the said Premises, and every part thereof, and of and in the same and every part thereof lawfully and rightfully seized of a good estate of inheritance in fee simple, in his own right, and to the only use of him and his Heirs, by good, sure, sufficient and absolute conveyance, assurance and title in the Law indefeasible; and also that he the said J. B. at the time of the enfealing and delivery hereof, hath, and until the said Premises shall be assured as aforesaid, shall have full power, good right, and lawful authority, to bargain, sell, convey and assure the said Premises, and every part thereof to the said B. M. his Heirs and Assigns for ever, according to the true intent and meaning of these premises, and also that the said Premises, and every part thereof, now be and are, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue to the

Said B. M. his Heirs and Assigns, clearly acquitted and discharged, or otherwise by him the said J. B. his Heirs and Assigns, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, joyntures, dowers, wills, covenants, statutes, recognizances, judgments, executions, extents, rents, rent-charges, Teck, arrearages of rents, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed, omitted or suffered to be done by him the said J. B. or by the said W. B. or by any other person or persons whatsoever, (except the estate of the said E. M. for her life, and except the rents and services from henceforth to be due and payable to the Chief Lord or Lords of the Fee or Fees of the premises) and also the said J. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said B. M. his Heirs and Assigns by these presents, that he the said B. M. his Heirs or Assigns shall or lawfully may from time to time, and at all times hereafter for ever, peaceably and quietly have, hold and enjoy the said premises, and every part thereof, without any let, interruption, challenge, claim, disturbance or incumbrance of or by him the said J. B. or his Heirs, and without any lawful let, interruption, challenge, claim, disturbance or incumbrance, of, or by any other person or persons (except such as shall or may claim, by or under the right or title of the said E. M. or for the rents or services aforesaid.) And further, that he the said J. B. and his Heirs, and every other person or persons, lawfully claiming or to claim any manner of lawful estate, right, title and interest in or to the Premises (except before excepted) shall and will from time to time, and at all times hereafter upon the reasonable request, and at the cost and charges in the Law of the said B. M. his Heirs or Assigns, make, do and execute all and every such further acts and things for the further and better assuring of the said premises, and every part thereof to the said B. M. his Heirs and Assigns for ever, as by him the said B. M. his Heirs or Assigns, or by his or their Council, &c. so as for the doing thereof, &c. a bargain and sale of Deeds, &c. In witness, &c.

Note.

B. M. demiseth the Lands to A. and B. *Habund.* for sixty years.
 (if the coverture between him and E. his wife so long con-
 ti nue)

riue) on trust, to suffer him to enjoy and make such grants as he shall appoint.

Note.

B. M. surrendreth to J. B. the Premises *Habund.* to him and his heirs, provided, if J. B. or his Assigns pay not 200 l. before Midsummer next, &c. to be void, B. M. to enjoy the premises in the mean time.

P. H. purchaseth Lands of W. H. & Uxor (other Lands he holds in the right of J. his wife, to whom the same were devised R. J. her Brother in fee-simple) the Brother and Heir of the Devisor intendeth to settle other Lands which came to him by Descent, on the said P. and J. in tail. Now for the settling as well the Lands purchased of H. as all the rest, a Fine is levied by W. H. & Uxor, J. J. (Heir to the Devisor) & Uxor, and the said P. & Uxor, and T. P. and J. C. The uses whereof are declared by the Deed following.

This Indenture Tripartite, &c. between W. H. of, &c. and M. his wife, T. J. of, &c. Brother and Heir of R. J. late of, &c. deceased, who was Son and Heir of J. J. late of, &c. deceased, (begotten on the body of J. his wife, Daughter of T. P. of, &c. deceased) and A. the wife of the said T. J. of the first part, P. H. and J. his wife of the second part, and T. P. and J. C. of, &c. of the third part, witnesseth, That whereas the said W. H. by his Deed indented, bearing date April 18. in the sixteenth year of, &c. for the consideration therein expressed, did grant, bargain, sell and convey to the said P. H. his heirs and Assigns for ever, two several Messuages or Tenements, with the Garden and Appurtenances thereunto belonging, situate and being, &c. and then and yet in the several holdings of, &c. and also three several holdings of, &c. and also three several Messuages or Tenements, with a Garden or out-ground on back part thereof, and to the same three Tenements, or some of them belonging or appertaining, situate and being &c. and then and yet in the several tenures or occupation of, &c. as in and by the same Deed indented more at large appeareth, and whereas also the said R. J. being in his life-time lawfully seised in fee-tail, of and in all the Messuages, Lands, Tenements, and Hereditaments hereafter mentioned, (That is to say) all that great Messuage or Tenement, wherein, &c. situate and being, &c. and also two other Messuages or Tenements, &c. and also three gardens, &c.

&c. and in his life time, (*viz.*) in the Term of *Easter*, in the sixteenth year of, &c. acknowledge and levy to the said P. H. and T. P. one Fine, *Sur conuizance de droit come ceo, &c.* which was sued out with Proclamation, according to the form of the Statute in that case made and provided, before the then Justices of the Court of Common Pleas at *Westminster*, of all the said Messuages, Lands, Tenements and Premises, by the names of nine Messuages, and four Gardens, with the Appurtenances in, &c. as by the said Fine, remaining of Record in the said Court more at large may appear. Which said Fine was levied to the intent and purpose, to make the said R. J. Tenant of all the said premises in fee simple, as by Indentures to that purpose made, bearing date *April 20.* in the said sixteenth year of, &c. made between the said R. J. of the one part, and the said T. P. and P. H. of the other part, more at large it doth and may appear; and whereas the said R. J. after the levying of the said Fine, (that is to say) *April 25.* in the seventeenth year, &c. by his last Will and Testament in writing, bearing date the day and year last mentioned, did give and devise in these words, *viz.* I give and bequeath all that Tenement; &c. unto *Jane H.* my Sister, Wife of *Peter H.* and to her Heirs and Assigns for ever, and also in another place of the said Will gave and devised in these words, (*viz.*) *Item*, I give to my Sister *J. H.* and to her heirs and Assigns for ever, my House, Lodge and Orchard, with the Appurtenances, lying and being, &c. as by the said Will and Testament may appear, and whereas the said *Richard Jones*, afterwards died, leaving all the residue of the said Messuages, Lands, Tenements and Premises, to descend and come to the said T. J. as brother and heir of the said R. J. witnesseth now further this present Indenture, that for the consideration aforesaid, and for and in consideration of the sum of Forty pound to the said T. J. by the said P. H. before the sealing and delivery hereof, well and truly satisfied and paid, whereof he acknowledgeth the receipt, and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said P. H. his heirs, &c. and every of them for ever by these presents, and for settling the inheritance of all the said Messuages, Lands, Tenements, Hereditaments and Premises, in such manner and form as hereafter in these presents is mentioned, limited and declared, and for divers other good causes and considerations, all the said parties moving, it is covenanted, granted, concluded and agreed, by and between all the

the said parties to these presents, that they the said W. B. and M. his wife, T. J. and A. his wife, P. H. and J. his wife, shall and will before the end of *Easter Term* next, acknowledge and levy to the said T. P. and J. C. and to the heirs of one of them one fine, *Sur conuance, &c.* to be sued out with Proclamations according to the term of the Statute in that case made and provided, before the Justices of the Court of Common Pleas at *Westminster*, of all the Messuages, Lands, Tenements and premises before mentioned, by the names of thirteen Messuages, and seven gardens, with the appurtenances in, &c. which fine so or in any other manner to be knowledged and levied, and all other fine or fines to be had, levied, or acknowledged by or between the said parties, or any of them, or any other person or persons of the said premises, or any part thereof, shall be and enure, and shall be deemed, adjudged, construed and expounded to be and enure, to and for the only uses, intents and purposes hereafter in these presents limited, expressed and declared (that is to say) as touching and concerning all the said Messuages, Tenements, Gardens and premises before mentioned, to be granted, bargained, sold, or conveyed by the said *W. Ho.* in and by the said recited Deed indented, to the use and behoof of the said P. Hobbs, and of his Heirs and Assigns for ever, and as touching all other the Messuages, Lands, Tenements, Hereditaments and premises before mentioned, meant or intended to be comprized in the said fine thereby agreed to be levied, whereof no use is herein therefore expressed, and of every part and parcel thereof, with the appurtenances, to the use and behoof of the said *Peter H.* for term of his natural life, and from and after his decease, to the use and behoof of the said *Jone H.* for the term of her natural life, and from and after her decease, to the use and behoof of the first Son of the said P. Hobbs, on the body of the said *Jone* his wife begotten and to be begotten, and of the heirs males of the body of such first Son lawfully to be begotten, and for default of such issue, to the use and behoof of the second Son of the said *Peter Hobbs*, on the body of the said *Jone* his wife begotten, and to be begotten, and of the heirs males of the body of such second Son lawfully to be begotten, and for default of such issue, to the use and behoof of all and every other Son and Sons of the said P. H. on the body of the said *Jone* his wife to be begotten, one after another, as they shall be in seniority of age, and priority of birth, and of the heirs of the body of every of the same Sons respectively to be begotten,

the

the elder of the said Sons, and the heirs of his body, being always preferred before the younger, and the heirs of their bodies, and for default of such heirs, to the use and behoof of all the daughters of the body of the said P. H. on the body of the said J. his wife, begotten and to be begotten, and of the Heirs of the body of the same Daughters respectively, lawfully to be begotten, and for the default of such Heirs, to the use and behoof of the said P. H. and J. his wife, and of their Heirs and Assigns for ever: provided always, and it is explained and declared to be the true intent and meaning of these presents, and of all the parties to the same, that it shall be lawful to and for the said P. H. and J. his wife, at any time during the coverture between them by any writing or writings indented to be by them signed and sealed in the presence of three or more credible witnesses, who shall thereunto subscribe or indorse their names or marks, testifying the same, to alter, change, revoke, determine, diminish or enlarge all or any of the use or uses herein before limited, touching or concerning the said Messuages, Tenements and Premises, herein before limited, to the said P. H. and J. his wife, or either of them for their lives, or any part or parcel thereof, and by the same Writing or Writings, or by any other Writing or Writings indented, so signed, sealed and testified as aforesaid, to limit and appoint any other use or uses of the same Messuage or Messuages, Tenements and Premises last mentioned, or any part or parcel thereof, to the said person or persons, or to any other person or persons, and of such estate and estates as to them shall seem best; and in case any such new limitation or apppointment of uses shall be made, that then the said fine so to be levied, shall be and enure, and shall be deemed, adjudged, construed and expounded to be and enure, as touching the said Messuages, Tenements, Lands and Premises last mentioned, and every part thereof, to and for such new use and uses, as in and by such Writing or Writings, so to be signified, settled and testified as aforesaid, shall be expressed, limited and declared, any thing, &c. And the said *Thomas Jones* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *P. Hobbs*, and *Jane* his wife, and either of them, their and either of their heirs, &c. by these presents, that all the said Messuages, Tenements and premises, and every part and parcel thereof, with the appurtenances, now are and be, and so from time to time, and at all times hereafter for ever, shall or may be

be, remain and continue to the several and respective uses before herein mentioned, limited and declared, according to the true intent and meaning hereof, clearly freed and discharged of and from all former and other bargains, sales, gifts, grants, leases, mortgages, charges, troubles and incumbrances whatsoever had, made, committed or done by him the said *Tho. Jones*, or any other person or persons, lawfully claiming or to claim, by, from or under him. In witness, &c.

A Marriage is intended between Tho. Geo. Esquire, and Ph. B. single woman, Ph. (in regard of the Joynture agreed on cannot presently be assured) with consent of Tho. makes over all her Land, &c. Jewels, Moneys, &c. to Eliz. her Sister in trust, &c.

THis Indenture Tripartite, &c. between *T. Geo. Esquire*, Son and Heir of *Sir Tho. G. of, &c. Knight*, of the first part, *Ph. E. single Woman*, and Daughter of, &c. of the second part, and *Eliz. B. Sister* of the said *Ph. B.* of the third part, witnesseth, That whereas there is a Marriage agreed upon, and shortly (by Gods grace) to be had and solemnized, between the said *T. G.* and the said *Ph. B.* and whereas the said *P. B.* is, and standeth possessed and interested in certain leases, moneys, jewels, debts, goods and chattels; and whereas also the said *T. G.* by reason of the present distractions of the times, is not able presently to assure unto the said *P. B.* such Joynture as is agreed on to be assured to her, witnesseth now further this present Indenture, that it is covenanted, granted, condescended unto and agreed upon, by and between all the said parties to these presents, in manner and form following, (that is to say) the said *P. B.* by and with the consent and good will of the said *T. G.* Party to these presents, testified by being party, and putting his hand and seal to one or more parts of this Indenture, hath granted, aliened, assigned, and set over, and by, &c. unto the said *Eliz. B.* all such Manors, Messuages, Lands, Tenements, Rents, services and hereditaments whatsoever, situate, lying and being in, &c. or elsewhere in *England*, whereof or wherein she the said *Phil.* is or standeth possessed or interested, and all her estate, right, title, interest, claim and demand whatsoever, in and to the same Manors, Messuages, Lands, Tenements and Premises, and every or any part thereof, together with all Leases, Deeds and Writings, touching the same Premises, and every

every part thereof. To have and to hold the said Mannors, Messuages, Lands, Tenements and Premises, and every part and parcel thereof, with the appurtenances to the said *Eliz. B.* her Executors Administrators and Assigns, from henceforth for and during all the respective time and times, term and terms, as she the said *P. B.* hath, or ought to have thereunto to come and unexpired; and also the said *Ph. B.* by and with the like consent and agreement of the said *T. G.* party to these presents, testified as aforesaid, hath granted and delivered, and by, &c. to the said *Eliz. B.* all her jewels, moneys, bonds, specialties, debts, and other goods and chattels whatsoever, before hereby mentioned, meant or intended to be granted and delivered, and every part and parcel thereof, with the appurtenances to the said *Eliz. B.* her Executors, Administrators and Assigns, to the uses, intents or purposes hereafter in these presents mentioned and declared. And it is expressed and declared to be the true intent and meaning of all the said parties to these presents, that the several grants herein before them made to the said *Eliz. B.* are so to her made upon trust and confidence in her repose, as well by the said *T. G.* party to these presents, as the said *P. B.* that in case the said marriage take effect, and that the said *T. G.* shall, during the coverture between him and the said *P. H.* cause to be assured by good and sufficient ways and means in the Law to the said *Ph.* for her life, and after her death to the heirs of her body to the said *T.* party, &c. to be gotten, the mannors, messuages, land tenements and hereditaments, situate, lying and being in the Counties of *Wiltz* and *Gloucester*, or either of them, of the clear yearly value of 250 pounds of, &c. over and above all rents, charges, deductions and repizes, or that after such Marriage solemnized, if the said *Ph.* shall happen to depart this transitory life before the said *T. G.* and before such assurance made as aforesaid, which shall first happen, she the said *Eliz. B.* her Executors, Administrators and Assigns, shall and will upon the reasonable request, and at the costs, and charges in all things of the said *T. G.* his Executors, &c. not only grant, assign and set over to the said *T. G.* party, &c. his Executors, &c. all the said mannors, messuages, lands, tenements, hereditaments and premises before hereby granted or Assigned by the said *Ph. B.* to the said *Eliz. B.* as aforesaid, for all such time and times, term and terms respectively, as shall be then therein to come and unexpired, discharged of all other grants and incumbrances made or done by the said *Elizabeth*, except such as she shall make or do by consent of the

the said T. G. his Executors, &c. but also grant and re-deliver to the said T. G. his Executors or Assigns, all such moneys, jewels, bonds, specialties, debts, and other goods, and chattels whatsoever, as in the mean time shall come to the hands of the said *Eliz.* her Executors, &c. by force of these presents, and which shall remain or be in her or their hands, custody, or possession, by the true meaning hereof, and also, that in such case, she the said *Elizabeth*, her Executors, &c. shall from time to time, in the mean time after solemnization of the said Marriage, pay and deliver to the said T. G. all such rents, issues and profits of the said Manors, Lands, Tenements, moneys and debts, as shall come to her or their hands or custody, and also upon further trust and confidence in the said *Elizabeth B.* reposed, that in case the said Marriage take effect, and the said T. G. happen to depart this transitory life before the said P. B. and before he shall have assured or cause to be assured to the said P. B. any Manor, Messuages, Lands, Tenements or Hereditaments of the value aforesaid, and in form aforesaid; that then in such case she the said *Elizabeth B.* her Executors, &c. shall and will not only re-grant, re assign and set over to the said *Ph. B.* all the said Manors, Messuages, Lands, Tenements and premisses before hereby granted or assigned by the said *Phil. B.* as aforesaid, for all such time and times, term and terms respectively, as shall be then therein to come and unexpired, discharged of all other grants and incumbrances made or done by the said *Elizabeth B.* her Executors, &c. except such as she shall make or do by the consent of the said P. H. but also re-grant and re-deliver to the said *Phil.* her Executors or Assigns, all such moneys, jewels, bonds, specialties, debts, and other goods and chattels whatsoever, as in the mean time shall come to the hands or custody of the said *Eliz.* her Executors or Assigns, by force of these presents, and which shall remain and be in her or their hands, custody or possession, by the true meaning of these presents, and the said T. G. for himself, his Executors, &c. doth covenant, promise, grant and agree, to and with the said *Eliz. B.* her Executors, &c. by these presents, that neither he the said T. G. nor his heirs, &c. nor any other person or persons, claiming or to claim by or under him, or deriving any authority by or under him, them or any of them, shall at any time hereafter enter into, receive, take or intermeddle with the said Manors, Messuages, Lands, Tenements, Hereditaments, Jewels, Moneys, Bonds, Specialties, Debts or other things before hereby mentioned, meant or intended to be

be granted, assigned or delivered by the said P. B. to the said *Elix. B.* as aforesaid, or any part or parcel thereof, or any rents, issues or profits thereof, or of any part thereof, other than according to the true intent and meaning of these presents; provided always, and it is declared to be the true intent and meaning of these presents, and all the parties to the same, that in case the said Marriage shall not be solemnized on or before the, &c. next ensuing the date hereof, that then and from thenceforth, these presents, and every grant, matter and thing herein contained, shall cease, determine, and be utterly frustrate and void to all intents and purposes; and that the said P. B. her Executors, &c. shall from thenceforth have and enjoy again, to her and their own use and right, all, &c. any thing, &c. In witness whereof to one part of this Tripartite Indenture, remaining with the said *Elix. B.* the said T. G. and P. B. have put their hands and seals to one other part remaining with the said P. B. the said T. G. and *Elix. B.* have, &c. to the other part remaining with the said T. G. the said P. B. and E. B. have, &c.

A. and B. his Wife, being possessed of a certain Manor and Lands, Covenants with C. D. to levy a fine thereof to certain uses, with Covenant, that himself and his wife together, shall have power to let Leases for lives or years.

THIS Indenture, &c. Between A. and B. his Wife, of the one part, and C. &c. and D. of, &c. of the other part, witnesseth, That for the settling of the Inheritance of the Manors, Lands, Tenements and Hereditaments, hereafter in these presents mentioned, to such and uses, and in such manner and form as is hereafter in these presents limited, expressed and declared, and for the enabling of the said A. and B. his Wife, to make and grant Leases and Estates, of and in the said Manor, Lands and Premises, in such manner and form, and according to the power and authority to them hereafter in these presents mentioned, reserved and raised, and for other good causes and considerations, them the said A. and B. his Wife thereunto especially moving, it is agreed between the said parties, and they the said A. and B. his Wife, do covenant, grant and agree, to and with the said C. and D. and either of them, their Executors and Administrators by these presents, that they the said A. and B. his Wife, shall and will before the of *Nicholasmas* Term next ensuing the date hereof, acknowledge and levy to the said

said C. and D. and to the Heirs of the said C. one fine *Sauconuance de droit*, &c. to be sued out with proclamations, according to the form of the Statute in that case made and provided, of all that the Manor, capital Messuage, Farm, Baron and demefne Lands of, &c. with all and singular the rights, members and Appurtenances thereof, thereunto or to any of them belonging, or reputed, or used, as thereunto or to any of them belonging, and of all other the Messuage, Lands, Tenements, Rents, Services and Hereditaments whatsoever, wherein J. T. Gent. deceased, had any estate of inheritance in possession, reversion or remainder, situate, lying and being, or to be had or taken, in or near the Towns, Parishes, Fields and Hamlets, &c. with the appurtenances, and of twelve Messuages, two Cottages, one Water-mill, twelve gardens, three hundred acres of Land, two hundred acres of pasture, forty acres of wood, with the appurtenances, in, &c. or by such other fit name or names, quantities and qualities of acres as shall be thought fit, which said fine so or in any other manner to be had and levied, shall be deemed, adjudged, construed and expounded, to be to and for the only uses, intents and purposes, hereafter in these presents, limited, expressed and declared, and to and for none other use, intent or purpose whatsoever, that is to say, to the use and behoof of the said A. for and during the term of his natural life, and from and after his death, to the use and behoof of the said B. for and during the term of her natural life, and from and after the decease of the said A. and B. his wife, to the use and behoof of the heirs of the body of the said A. on the body of the said B. begotten, and to be begotten; and for default of such heirs, to the use and behoof of the right heirs of the said A. for ever: and it is promised, covenanted, concluded, agreed and declared by and between all and every the said parties to these presents, that it shall and may be lawful to and for the said A. B. from time to time, and at all or any time or times, during his natural life, by an Indenture or Indentures, to make any demise or demises, grant or grants of the said premises, or of any part or parts thereof, alone or amongst other things as well in possession for the term of twenty one years or under, or for one, two or three life or lives, or for any term or number of years determinable, on one, two or three lives, at, for and under such rents, covenants and conditions, as to him the said H. shall seem meet, so as the said B. shall be made a party to every such Indenture, whereby any such demise or grant shall be made, during the life of the said B. and

and that the said B. shall seal and deliver every such Indenture, and that at all times from and after the making of any such demise or demises, grant or grants, the said fine to be levied as aforesaid, and the Covenants of the same fine and their heirs, and the heirs of the Survivor of them, shall stand and be seised of and in such part and parts as shall be so demised or granted, to the use and behoof of every such lessee or lessees, grantee or grantees, to whom any such demise or demises, grant or grants shall be so made, and according to the true intent and meaning of every the same several and respective demise or demises, grant or grants, so as the same lessee or lessees, grantee or grantees, their Executors and Assigns, shall pay the rents, and perform their covenants and conditions in such Indentures of demises or grants, to be specified and contained, according to the true intent and meaning of the same Indenture. In witness, &c.

R.C. being possessed of a Messuage, &c. in fee-simple, granteth the same to J. P. C. P. and G. C. Habend. to them and their heirs, to certain uses, viz. the use of himself for life, yet so as to pay 20 l. per annum, and meat, drink, &c. to his eldest Son, his Wife, &c. and after his decease to several other uses and profits.

THIS Indenture, &c. Between R. C. of, &c. of the one part, and J. P. C. P. and G. C. of the other part, witnesseth, That the said R. C. for divers considerations him thereunto moving, and especially for the preferment of A. his eldest Son, and next heir, and for the Joynture of Alice, the now Wife of the late A. and for the preferment of the issue between the said A. and Alice, lawfully begotten and to be begotten, have given, granted, enfeoffed and confirmed, and by, &c. unto the said J. P. C. P. and G. C. and their heirs, all that Mansion-house, or Messuage, with the appurtenances, wherein the said R. C. now dwelleth, set, lying and being, &c. and that the Orchards, Gardens, Lands, Tenements, Pastures, Meadows, Woods, Commons, Profits, Commodities and Advantages whatsoever, to the said Messuage and Premises belonging, or in any wise appertaining, or being accepted, reputed or used, as part, parcel or member thereof; and the reversion and reversions, remainder and remainders, rents and services of all and singular the aforesaid premises, and every part and parcel thereof; to have and to hold the said Messuage or Tenement, Lands, Meadows,

dows, leasows, feedings, pastures, rents, reversions, services and hereditaments, and all and singular other the premises, with their and every of their appurtenances, unto the said J. P. C. P. and G. C. their Heirs and Assigns for ever, to this end, meaning, intent, construction and purpose, that they, &c. and their Heirs, and the Heirs of the survivor or survivors of them, shall from henceforth stand and be seized of the said messuage and all and singular other the above mentioned premises, and of every part and parcel thereof, to the uses intents and purposes hereafter in these premises limited and declared, and to none other use, intent or purpose whatsoever, (that is to say) to the use and behoof of the said R. C. for and during his natural life, so as and upon condition that he the said R. C. shall from time to time during his natural life, pay or cause to be paid unto the said A. and Alice his wife and the longest liver of them, the sum of 20*l.* by the year, at the two most usual Feasts in the year, that is to say, the Feast of, &c. by even portions to be paid, during the said term, or within 14 days next after every of the Feast days, and the first payment to be had and made upon the Feast day of, &c. and the same payments to be yearly had and made in manner and form aforesaid, at or within the now dwelling house of the said A. situate, &c. and also upon condition that he the said R. C. shall from time to time during his natural life, find, give and provide unto the said A. and the said Alice his Wife, and to all such children as shall be between them begotten, competent, sufficient and convenient meat, drink, house-room, and lodging within his said mansion house, and after the decease of the said R. C. the said parties above mentioned, and the Heirs of the longest liver of them shall stand and be seized of all and singular the said premises with their and every of their appurtenances, to the use and behoof of the said A. and of the said Alice his wife, and of the Heirs of their two bodies between them lawfully begotten and to be begotten, and for default of such issue to the use and behoof of R. C. one other of the Sons of the said R. C. and of the Heirs Males of his Body lawfully to be begotten; and for default of such issue, to the use and behoof of W. C. one other of the Sons of the said R. C. and the Heirs Males of his Body, lawfully to be begotten, and for default of such issue, to the use of the said R. C. and his Heirs and Assigns for ever.

R. C. covenanthe, that he is lawfully seized, and hath power to grant, that the premises shall remain free from incumbrances, *pro ut usual.*

A Settlement by fine and recovery of several Mannors, Lordships &c. for the raising of moneys for payment of debts and childrens portions, as also for entailing thereof under several provisions and legacies.

THis Indenture tripartite, &c. between the Right Honourable *Edward Lord Herbert*, and *Richard Herbert* Esquire, Son and Heir apparent of Dame *Mary* late wife of the said *Edward Lord Herbert*, and sole Daughter of Sir *William Herbert* of *St. Julians* in the County of *Monmouth* Knight deceased, of the first part, the Right Honourable *John Earl of Bridgwater*, and *Edward Herbert* of the Inner Temple *London*, Esquire, of the second part, and *Moses Lloyd* of, &c. and *Henry Gethins* of, &c. of the third part, witnesseth, That whereas the said *Edward Lord Herbert*, or some in trust for him, is or are seized in his or their demesn, as of fee, of some part of the Lands, Tenements and Hereditaments hereafter mentioned, and is also seized for term of his Life, as Tenant by the courtesie of *England* of the Mannors, Messuages Lands, Tenements and Hereditaments hereafter specified, the reversion thereof in fee-simple, being descended by and after the decease of the said *Mary* unto the said *Richard Herbert*: now to the end, that the Mannors Lordships, Messuages, Lands, Tenements and other Hereditaments hereafter mentioned and expressed, may be established, vested and settled unto the said *Edward Lord Herbert*, during his natural life, and after his decease upon the said *Richard Herbert*, and upon his name, stock and posterity, and to such other uses, intents and purposes as are hereby appointed; it is covenanted, promised, granted, condescended, concluded and agreed, by and between the said parties to these presents: and the said *Edward Lord Herbert*, and *Richard Herbert*, do for themselves, their Heirs, Executors, Administrators and Assigns, covenant, promise and grant, condescend and agree, to and with the said *John Earl of Bridgwater*, and *Edward Herbert*, their Heirs, Executors, Administrators and Assigns, and to and with every of them by these presents, that they the said *Edward Lord Herbert*, and *Richard Herbert*, shall and will on this first day of *Michaelmas* Term next ensuing, or coming after the date of these presents, in due form of Law and at the equal costs and charges in the Law of the said *Edward Lord Herbert*, and *Richard Herbert*, levy and make known to the said *Moses Lloyd*, and *Humphry Gethins*

and the Heirs of the said *Moses*, one or more fine or fines *sur commuzance de droit come ceo*, &c. with proclamations thereupon to be had and made, according to the form of the statutes in that behalf made and provided, of all that capital Messuage or Mannor house of *St. Julians*, with the rights, members and appurtenances thereof, and of all and singular the Mannors, Lordships, Messuages, Lands, Tenements and Hereditaments whatsoever, of them the said *Edward Lord Herbert*, and *Richard Herbert*, or either of them, whereof they the said *E. Lord R. and H.* or either of them, are or do stand seized of any estate or inheritance, within the Kingdom of *Ireland*, by such name or names, quantities, qualities, contents and numbers of acres or things, in such manner and form as by the said *E. L. H. and R. H.* or either of them shall be reasonably devised, or advised and required, in and by which fine or fines so as aforesaid, or to any other sort to be levied and acknowledged the said *E. L. H. and R. H.* shall acknowledge the said Mannors, Lordships, Messuages, Lands, Tenements, Hereditaments, and all and singular other the premises, with their and every of their appurtenances, to be comprized in every such fine, to be the right of the said *M. L.* as those which the said *M. L. and G. H.* have, of the gift of the said *E. L. H. and R. H.* the which said fine or fines so as aforesaid, or in any other sort to be levied and acknowledged, shall be and enure, and shall be deemed, adjudged, esteemed, reputed, and taken to be and enure, to the use and behoof of the said *M. L. L. and H. G.* and their heirs, to the intent and purpose that they the said *M. L. L. and H. G.* may become perfect Tenants of the freehold of the said Mannors, Messuages, Lands, Tenements, Hereditaments and premises, with their appurtenances, whereby one or more perfect common recovery or recoveries, shall or may thereof be had and suffered, in manner and form hereafter following; for which intent and purpose, it is hereby further covenanted and agreed, by and between the said parties to these presents, that it shall and may be lawful to and for the said *D. L. of B. and E. H.* to bring, pursue and prosecute against them the said *M. L. L. and H. G.* one or more Writs of *entry sur deissement en la poss.* of and for the said Mannors, Lordships, Messuages, Lands, Tenements, Rents, Hereditaments, and all and singular other the premises, with their and every of their appurtenances, by such name or names, quantities, qualities, contents and numbers of acres and things in such sort, manner and form, as by the said *E. L. H.*

and R. H. or their, or either of their Council learned in the Law, shall be reasonably devised, advised and required; the which said writ or writs of entry *jur diff. fin en la post*, so as aforesaid, or in any other sort to be had or brought, shall be returnable in such Courts, and before such Judges or Justices, as the said E. L. H. and R. H. or the survivor of them, his or their Council learned in the Law, shall advise or think fit, before the end of *Michaelmas* term next ensuing after the date of these presents; and the said M. K. K. and H. G. shall thereunto appear *gratis*, and vouch over to warranty the common vouchee, who shall also appear, and after imparlance had, shall make default and appear, in contempt of the said Court whereby one or more perfect common recovery or recoveries, shall or may be had or suffered against them the said M. L. L. and H. G. of and for the said Mannors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premises, with their appurtenances, according to the usual course of common recoveries in such cases used and accustomed, for assuring of Lands and Tenements, the which said common recovery or recoveries, so as aforesaid, or in any other manner to be had and suffered, and all other common recoveries, fines, feoffments, conveyances and assurances in the Law whatsoever, since the death of the said Lady Mary Herbert, wife to the said Edward Lord Herbert, had, made, levied, suffered, acknowledged or executed, or at any time hereafter to be made, levied, suffered, acknowledged, or executed, by or between the said Parties to these presents, or any of them, or whereunto they, or any of them shall be parties of or concerning the said mannors, messuages, lands, Tenements, Hereditaments or Premises, or any of them, or any part and parcel of them, or any of them, shall be and enure, and shall be adjudged, deemed, esteemed, reputed and taken to be and enure, to the uses, behoofs, intents and purposes, and with, upon and under such provisos, conditions, powers and limitations, as are hereafter in and by these presents mentioned, declared, limited and appointed, (that is to say) as for and concerning all and singular the said messuages, farms, lands, tenements and hereditaments in *Titterne* in the said County of *Monmouth*, &c. to the use and behoof of the said Richard Herbert, his Heirs and Assigns for ever, and as for and concerning all and every other the mannors, Messuages, Lands, Tenements, Meadows, leasow, Pastures, Feedings, Commons, Woods, Under-woods, Rents, Services, and Hereditaments whatsoever, to them the said Ed. L. H. and Rich. Herb. or either of them, with their

and

and every of their appurtenances in the said County of *Monmouth*, to the use and behoof of the said *Richard Herbert*, for and during the term of his natural Life, without impeachment of or by any manner of waste, and with full power to do or commit waste, and after the decease of him the said *Richard H.* to the use and behoof of the said *E. L. H.* for and during the term of his natural Life, and after the decease of the said *Edward L. H.* to the use and behoof of *Richard H.* eldest Son of the said *Richard Herbert*, and of the Heirs Males of his body, lawfully to be begotten, and for default of such issue, to the use and behoof of *John Herbert*, second Son of the said *Richard*, and of the Heirs Males of his Body lawfully to be begotten, and for default of such issue, to the use and behoof of *Richard Herbert*, third Son of the said *R. H.* party to these presents, and of the Heirs Males of the Body of *Richard Herbert*, Son of the said *R. H.* party to these presents, lawfully to be begotten; and for default of such issue, to the use and behoof of the fourth Son of the Body of the said *Richard Herbert*, party to these presents, on the Body of the Lady *Mary Herbert* his Wife, Daughter of the said *John E. of B.* begotten, or to be begotten, and of the Heirs Males of the Body of such fourth Son lawfully to be begotten, and for default of such issue, to the use and behoof of the fifth Son of the body of the said *Richard Herbert*, party to these presents, on the body of the said Lady *Mary Herbert* his Wife begotten, or to be begotten, and of the Heirs Males of the Body of such fifth Son lawfully to be begotten, and so the sixth, seventh, eight, ninth and tenth, and for default of such issue, to the use and behoof of all and every other Son and Sons of the Body of the said *Richard Herbert*, party to these presents, to be begotten successively one after another, as they and every of them shall be in seniority of age, and priority of birth, the eldest of the said Sons, and the Heirs Males of his Body, being ever preferred before the younger of the said Sons, and the Heirs Males of his Body, and for default of such issue, to the use and behoof of *Edward Herbert*, second Son of the said *E. Lord H.* and of the Heirs Males of his body lawfully begotten, or to be begotten; and for default of such issue, to the use and behoof of the Heirs Males of the body of *Richard Herbert Esquire*, deceased, Father of the said *Edward Lord Herbert* lawfully begotten, and for default of such issue, to the use and behoof of the heirs Males of the Body of *Edward Herbert*, Grandfather to the said *Edward Lord Herbert*; and for default of such issue, to the use and behoof of the right Heirs

of him the said *Richard Herbert*, Son of the said *Edward Lord Herbert* for ever. And as for and concerning the Mannors, Lordships, Messuages, Mills, Lands, Tenements, Orchards, Gardens, Totts, Crofts, Meadows, Leasows, Pastures, Feedings, Woods, Underwoods, Rents and Hereditaments whatsoever, of the said *Edward Lord Herbert* and *Richard Herbert* his Son, or either of them, with their and every of their appurtenances, in the said County of *Anglesey*, to the use and behoof of the said *John Earl of Bridgewater*, and *Edward Herbert*, party to these presents and of their Heirs and Assigns for ever; upon trust and confidence nevertheless, and to the end, intent and purpose, that they the said *John Earl of Bridgewater*, and *Edward Herbert*, party to these presents, and the survivor of them and his Heirs, shall and will at his and their free will and pleasure, sell, convey and assure the said Mannors, Lands and Premises in the said County of *Anglesey*, and every part thereof, for the best benefit, profit and advantage, which shall or may be (*bona fide*) had or gotten for the same, and that the money to be raised by every or any such sale, and as every such sale shall be made, shall be forthwith paid and disposed of as followeth, that is to say, out of the money that shall be raised by sale of such of the premises in the said County of *Anglesey*, as were the Lands of *Dame Herbert*, late of, &c. there shall be forthwith, and in the first place so much money paid to the said *Edward Lord Herbert*, his Executors or Administrators, as according to the true yearly value of those Lands, shall come to five years and an half purchase, and the residue of the moneys that shall be raised by the sale of the same Lands, which were the Lands of *Dame Herbert* late of, &c. shall be disposed of, for and towards the payment of the debts of the said *Richard Herbert*, party to these presents, and sums of money mentioned in the Schedule hereto annexed, as the said *Jo. Earl of B.* and *Richard H.* party to these presents, or the survivors of them, shall think fit, and of the money that shall be raised by the sale of the residue of the said mannors, Lands and Premises in the said County of *Anglesey*, there shall be forthwith and in the first place, so much paid to the said *Edward Lord Herbert*, his Executors or Administrators, as according to the yearly value of the same Mannors, &c. shall come to sixteen years purchase, and if those Mannors and Lands shall be sold for more than sixteen years purchase, then the one moiety of such surplussage (if any shall be) shall be forthwith, and in the first place paid to the

the said *Edward Lord Herbert*, his Executors or Administrators, and the other moiety thereof shall be disposed of, for and towards the payment of such of the Debts of the said *Richard Herbert*, party to these presents, and sums of money mentioned in the said Schedule, as the said *John Earl of Bridgewater*, and *Edward Herbert*, party to these presents, or the survivor of them shall think fit, and the overplus thereof (if any shall be) shall be paid to the said *Richard Herbert*, or to such other person or persons; as he the said *Richard Herbert*, party to these presents, by any writing under his hand and seal, shall direct, nominate and appoint, to be disposed of in the buying of Land, to be estated in the same manner, as the Lands in the said C. of *Carnarvon*, are by these presents limited, and for want of such direction, nomination or appointment, to the Executors or Administrators of the said *Richard Herbert*, party to these presents, the further trust, intent and meaning of these presents, and the parties herunto, being that the said *Edward Lord Herbert*, his Executors, Administrators or Assigns, shall or may have, receive and take, to his and their own proper use, all and singular the Rents, Issues, Revenues and profits of the said Mannors, Lands and Premises hereby limited and intended to be sold, until sale be thereof made, as followeth. Provided always, and it is hereby declared and agreed, by and between all and every the said parties to these presents, and the true intent and meaning of them, and of these presents, is, That it shall and may be lawful to and for the said *Edward Lord Herbert*, paying to Sir *Richard Easton* of *Newport* in the County of *Salop* Knight, his Executors and Administrators, to be disposed according to the trust hereafter mentioned, the sum of 1000 l. of good and lawful money, or such less sum of money, as the said *John Earl of Bridgewater*, and *Edward Herbert*, party to these presents, or the survivor of them, shall think fit, and appoint, at any time or times, during the term of his natural life, by Indenture, or by any deed or deeds, writing or writings to be by him the said *Edward Lord Herbert*, sealed and subscribed in the presence of two or more credible witnesses, to declare, limit and appoint all or any the said Mannors, Messuages, Lands, Tenements, Rents, Hereditaments and Premises, with their appurtenances, in the said County of *Monmouth*, (the said Capital Messuage called by the name of *St. Julian*, and the Lands late in the tenure or occupation of *John Morgan* Esquire, and the Lands and Tenements whereof the use is herein before limited to the said *Richard Herbert*, party to these presents,

or the survivor of them, in possession always excepted and reserved) to and for the Joynture of any Wife or Wives, which be the said *Edward Lord Herbert* shall hereafter happen to marry, for and during the natural life and lives of such Wife and Wives, or for any number or term of years determinable upon her or their life or lives, the same to take effect after the death of the said *Edward Lord Herbert*; and that there and so often, and from thenceforth, the said recovery or recoveries shall be and enure, and the recoverer and recoverers therein named, his and their Heirs shall stand and be seized of and in the said Mannors, Messuages, Lands, Tenements and Hereditaments in the said County of *Monmouth*, with their rights members and appurtenances, or of or in so much or such part thereof, of, for and concerning the which said Indenture, Deed or Writing shall be made by the said *Edward Lord Herbert*, as aforesaid, for the Joynture of any such Wife or Wives, or number of years determinable, upon her or their life or lives, as aforesaid, according to the true intent and meaning of the same Indenture, Deeds and Writings, and of these presents. And it is hereby declared and agreed by and between the said parties hereunto, that the said sum of one thousand pounds herein before mentioned, or such less sum as aforesaid, to be paid by the said *Edward Lord Herbert*, to the said *Richard Eaton*, as aforesaid, shall go and be employed upon the trust herein after following, (*viz.*) in case the debts and sums of money mentioned in the Schedule hereunto annexed, be not then paid, then the same, or so much thereof as shall be sufficient to pay and satisfie such of the said debts or sums of money mentioned in the said Schedule hereunto annexed, as the said *J. Earl of Bridgewater*, and *Edward Herbert*, party to these presents, or the survivor of them and his Heirs shall think fit, shall be disbursed and employed to that purpose; and after the said debts and sums of money, or such of them as the said *J. Earl of Bridgewater*, and *Edward Herbert* shall think fit, shall be paid or satisfied, then the surplusage (if any be) of the said one thousand pounds or such less sum, as aforesaid, shall be disposed and employed, for the purchasing and buying of Lands, Tenements and Hereditaments, to be settled on the said *Edward Herbert*, party to these presents, for and during the term of his natural life, and after his decease to the use and behoof of such person and persons, and in such manner and form as the said Lands, Tenements and Hereditaments in the County of *Monmouth* herein before limited, to the said *Richard Herbert*, party to these presents for

for his life, with remainders over, are limited, estated and settled: Provided always, and it is covenanted, granted, confederated, concluded and agreed by and between all the said parties to these presents and the true intent and meaning of them, and every of them, and of these presents, is, that if the said *Richard Herbert*, party to these presents or some other person or persons, to whom any estate is hereby limited or intended to be limited, of and in the said Mannors, Lands, Tenements and Hereditaments within the Kingdom of *Ireland*, or any of them, their or some of their Heirs or Assigns, or some of them, shall not within two years next after the decease of the said *Edward Lord Herbert*, well and truly pay, or cause to be paid to the said *Edward Herbert*, Son of the said *Edward Lord Herbert* (if he the said *Edward Herbert*, Son to the said *Edward Lord Herbert*, shall so long live) the sum of two thousand pounds of, &c. that then and immediately after such default of payment, all and every use and uses herein before limited and declared as for and concerning all and every the Mannors, Lands, Tenements and Hereditaments, within the Kingdom of *Ireland*, shall cease and be void, and that also and from henceforth the said recovery and recoveries, so as aforesaid, or in any other sort to be had and suffered, and the Recoverer and Recoverers therein named, his and their Heirs, shall stand and be seized of and in all and singular the Mannors, Lands, Tenements and Hereditaments, with their Appurtenances, within the said Kingdom of *Ireland*, to the use and behoof of the said *Edward Herbert*, Son of the said *Edward Lord Herbert*, his Heirs and Assigns, until he or they shall and may out of the rents, issues and profits thereof, have fully levied and received the said sum of two thousand pounds, together with consideration after the rate of 8 l. per centum, per annum, for the forbearance thereof, from the end of the said two years next ensuing the death of the said *Edward Lord Herbert*, and all damages, costs and charges which he the said *Edward Herbert*, Son of the said *Edward Lord Herbert*, his Heirs, Executors or Administrators, shall sustain to be put unto, in or about the recovery of the said premises, or of the said sum of two thousand pounds or any part thereof, or in or about any suit concerning the same: Provided also, and it is covenanted, granted, confederated, concluded and agreed, by and between the said parties to these presents; and the true intent and meaning of them, and every of them, and of these presents is, That it shall and may be lawful to and for the said *Richard Herbert*, party

party to these presents, by Indenture; or by any Deed or Deeds, Writing or Writings, indented or poll, to be by him the said *Richard Herbert*, party to these presents, sealed and subscribed in the presence of two or more credible witnesses, to declare, limit, or appoint all or any of the said Mannors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premises, in the Kingdom of *Ireland*, to and for the Joynture of any Wife or Wives, which he the said *Richard Herbert*, shall hereafter happen to marry, or to take to Wife, for and during the natural life or lives of such Wife or Wives, or for any number or term of years determinable upon her or their life or lives, the same to take effect upon the decease of the said *Edward Lord Herbert*, and *Richard Herbert*, and the survivor of them, to be subject to the use herein before limited, to the said *Edward Herbert*, son of the said *Edward Lord Herbert*, and his Heirs in the manner aforesaid, and then and from thenceforth, the said recovery and recoveries shall be and enure, and the Recovery and Recoveries therein named, his and their Heirs shall stand and be seized of and in the said mannors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premises, in the Kingdom of *Ireland*, with the rights, members and appurtenances thereof, or of, or in, or so much, or such part thereof, for or concerning which such Indenture, Deed or Writing, shall be made by the said *Richard Herbert*, as aforesaid, for the life of any such Wife or Wives, or number of years determinable upon her to their life or lives, as aforesaid according to the true intent and meaning of the said Indenture, Deeds or Writings, and of these presents, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, Son of the said *Edward Lord Herbert*, his Heirs and Assigns in manner aforesaid: Provided also, and it is nevertheless covenanted, concluded, condescended and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said *Richard Herbert*, party to these presents, at all or any time or times hereafter, during his natural life, being then actually seized of the immediate estate of Free-hold in possession, of or in the said Mannors, Lands, Tenements, Hereditaments and Premises, or any of them, by vertue or means of the said Recoveries or any of them, and of these presents, or of any the limitations, of uses herein limited, to demise to Farm-let by Indenture or Indentures, such or so much of the said Mannors, Lands, Tenements, Hereditaments and Premises, whereof he shall be then so seized

in possession of such estate, as aforesaid, or any part thereof chargeable and charged, nevertheless with their liberties and powers herein contained, and with the terms and estates hereof, thereby, or in pursuance thereof made or raised unto any person or persons whatsoever in possession, for any number of years not exceeding the number of Twenty one years, from the making thereof in possession, or for the term of three lives; or for any fewer number of years or lives, or for any number of years determinable on their lives, or any fewer number of lives in possession, so as upon every such demise, lease or grant so to be made as aforesaid, there be reserved respectively such rents and services, as at any time within the space of Seven years last past, before the date of these presents, have been reserved for the same, or more or greater rent payable for the same, during the continuance of every such several or respective demise or lease, so to be made as aforesaid, to such person and persons, as by force of these presents, shall or ought to have the immediate reversion or remainder thereof, and that immediate from and after every or any such time, as any such several and respective demise, lease or grant shall be made as aforesaid, the recovery and recoveries, and every of them shall be and enure, and shall be taken to be and enure; and the said Recoverer and Recoverers in the said Recovery named, and every of them, their and every of their Heirs, and all and every other person or persons, which at any time hereafter shall be seized of such parts and parcels of the premises, as shall be demised or leased, as aforesaid, shall stand and be seized thereof, and of every part thereof, to the use and behoof of such several and respective person and persons to whom any such demise or lease shall be so made, as aforesaid, their several and respective Executors, Administrators and Assigns, to such several and respective estate and estates, term and terms, in such manner and form, as in such several and respective demises or leases to be made, as aforesaid, shall be mentioned and expressed, subject to the rents, covenants, conditions, provisos and agreements, as therein shall be severally and respectively contained and expressed; and of the reversion and reversions, remainder and remainders thereof, to the use of such person or persons, as by force of these presents shall or ought to have immediate reversions or remainders thereof, any thing, &c. Provided always, and it is, &c. and the true intent, &c. is, that it shall and may be lawful, to and for the said

said *Richard Herbert*, party to these presents, at any time or times after the decease of the said *Edward Lord Herbert*, during his natural Life, by Indenture, Deed or Writing to be by him the said *Richard Herbert*, party to these presents, sealed and subscribed in the presence of two or more credible witnesses, to make any lease or leases, demises or grants, of all or any part of the said Mannors, Lands Tenements and premisses, with their appurtenances, as well those within this Realm of *England*, and the Principality of *Wales*, as those within the said Kingdom of *Ireland* (except such of the Mannors, Lands, Tenements and premisses in the said County of *Monmouth*, as shall be limited to or for the Joynture of such Wife or Wives as the said *Edward Lord Herbert* shall hereafter marry, for and during the life or lives of such Wife or Wives only) for the term of twenty one years, or under, or for one, two, three or more lives, or for any number or term of years determinable, upon one, two, three or more lives in possession or reversion, or otherwise, with reservation of rent, or without reservation of rent, at his and their will and pleasure unto any person or persons, subject nevertheless to the use herein before limited, to the said *Edward Herbert*, Son of the said *Edward Lord Herbert*, his Heirs and Assigns in manner aforesaid, upon trust for the raising of the several portions herein after mentioned, for such Daughter and Daughters, as the said *Richard Herbert*, Son of the said *Edward Lord Herbert*, shall happen to have, and not otherwise; Provided (that is to say) if one Daughter only, then for the raising of 3000 *l.* for that Daughter; if more than one Daughter, then for the raising of 2000 *l.* apiece, for each and every one of the said Daughters; and that all or every such Lease or Leases, Demises or grants so to be made, as aforesaid, shall stand and be good and effectual in the Law, to all intents and purposes; and that the said Recovery and Recoveries so as aforesaid, or in any other sort to be had and suffered, and the Recoverer and Recovers therein named, his and their Heirs, shall stand and be seized of and in such part, and so much of the Mannors, Messuages, Lands, and premisses, with the appurtenances, as shall be so demised or leased, as aforesaid, and every part thereof (except as is before excepted) to the use of such person or persons, his and their Executors, Administrators and Assigns, to whom such demises, leases or grants shall be so made, as aforesaid, for and during such leases, estates and terms, as shall be so demised and granted, as aforesaid, subject nevertheless

less to the said use herein before limited, to the said *Edward Herbert*, Son of the said *Edward Lord Herbert*, his Heirs and Assigns, in manner aforesaid; Provided also, and it is, &c. and the true intent, &c. that it shall and may be lawful to and for the said *Richard Herbert*, party to these presents, from time to time, and at all times during his natural life, by any his Deed or Deeds, Writing or Writings, indented or poll, to be by him the said *Richard Herbert*, party to these presents, signed, sealed and delivered in the presence of two or more credible witnesses, to revoke, annihilate, frustrate and make void all or any of the use or uses, estate or estates, or limitations herein before limited, declared and appointed, of, for, or concerning any three Plough-lands of the premises, in the Kingdom of Ireland, not exceeding in the whole the clear yearly value of 250 l. per annum, over and above all charges and reprises, other than the use herein before limited to the said *Edward Herbert*, Son of the said *Edward Lord Herbert*, and his Heirs in the manner aforesaid, and other than the use herein before limited to the said *Edward Lord Herbert*, for his life; and that then and from thenceforth, the use and uses, estate and estates, and limitations herein before declared, limited or appointed, of, for and concerning such of the last mentioned premises, for or concerning which any such nomination shall so be had or made, other than the uses herein before limited, to the said *Edward Lord Herbert*, and *Edward Son* of the said *Edward Lord Herbert*, and his Heirs, in the manner aforesaid, shall cease, determine and be utterly revoked, frustrate and made void: and then also it shall and may be lawful, to and for the said *Richard Herbert*, party to these presents, by the same Deed or Deeds or by any other Deed or Deeds, to be signed, sealed and delivered by him the said *Richard Herbert*, as aforesaid, to declare, limit or appoint any other new use or uses, estate or estates whatsoever, of the said premises, of, for or concerning which any such revocation shall be so made, or any part and parcel thereof, unto any person or persons whatsoever, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, Son of the said *Edward Lord Herbert*, and his Heirs, in the manner aforesaid, any thing in these presents contained to the contrary thereof in any wise notwithstanding, and that then also, and from thenceforth, the said recovery and recoveries, as to such of the premises, concerning which any such revocation and new declaration shall be so made, to such uses, intents and purposes,

as the said *Richard Herbert*, party to these presents, by any such Deed or Deeds, as aforesaid, shall declare, limit or appoint; Provided also, and it is, &c. that if the said *Edward Lord Herbert*, and *Richard* his Son, shall both of them be minded to make sale of the Mannors, Lands, Tenements and Hereditaments, within the County of *Monmouth*, or any of them (other than such as herein are before limited, to the said use of the said *Richard Herbert*, party to these presents, and his Heirs in possession) which sales is not meant or intended by any of the parties to these presents to be made, but for raising of money to be employed and bestowed upon the purchase of some other lands of as good value, or in some other place, or places, to be settled and estated, to the same uses and estates, and with the same powers and provisos, and in the sort and manner, as those Lands so to be sold, are hereby limited, and mentioned to be settled and estated, and being both so minded, shall at any time during their joynt lives, by any Deed or Deeds, Writing or Writings to be by him the said *Edward Lord Herbert*, and *Richard Herbert*, his Son, party to these presents, sealed and subscribed in the presence of two, &c. declare and publish their mind, intent and meaning to be, to revoke, alter and frustrate the said uses and estate, before in these presents mentioned, declared, limited or appointed, or any of them, or for or concerning the said last mentioned mannors and premisses, or any of them; or any part or parcel thereof, or any of them; that then from and after such declaration or publication, so to be made as aforesaid, the same use and uses, estate and estates, in and by these presents limited, expressed, declared or appointed, of, for or concerning the which any such declaration or limitation shall be made as aforesaid, shall cease and become utterly void, frustrate and of none effect, to all intents constructions and purposes whatsoever, and that then and from thenceforth, the said recovery and recoveries, so as aforesaid, or in any other sort to be had and suffered, shall be and enure, and the Recoverer, and Recoverers therein named, his and their Heirs, shall stand and be seized of and in the said mannors, Lands and premisses last mentioned, or so much, or such part thereof, concerning which any such declaration or publication shall be made as aforesaid, to such uses, intents, trusts and purposes, as the said *Edward Lord Herbert* and *Richard*, party to these presents, by any Deed or Deeds, &c. sealed and subscribed in the presence of two, &c. shall declare, limit or appoint. And it is further, &c.

for

for the considerations aforesaid, that in case any of the said manors, intended to be comprized in the said fine or fines, recovery and recoveries, shall be omitted or left out and not be comprized in the said fine or fines, recovery or recoveries, or in case there shall happen to be any defect in the assurance of the premisses, or any of them, according to the true, &c. that they the said *Edward Lord Herbert*, and *Richard Herbert*, party to these presents, their Heirs and Assigns, and all and every other person and persons, which now are, or hereafter shall be seized of, and in such of the said manors, &c. as shall be so omitted or left out, and not to be comprized, as aforesaid, or whereof such fine or fines, recovery or recoveries shall not be levied and had; or whereof the assurance hereby intended to be made, shall be any way defective, shall stand and be seized thereof, and every part and parcel thereof, with their and every of their appurtenances, and the reversions thereof, to and for the several and respective estate and estates thereof, herein before severally and respectively limited unto them, or any of them, as aforesaid, under the several provisions herein before mentioned, and to none other uses, intents and purposes. In witness, &c.

J. W. being seized of a Manor, and other Lands (conceiving he should dye without issue,) and intending to settle the same to good uses) by Deed, grants and conveyes the same to A. B. C. &c. in trust to the use of himself for life, and after of Rachel his wife for life, the remainder to the heirs of his body, and in default of such heirs, to grant the same as he should by Will, or other writing, limit or appoint, &c. with several Proviso's, &c.

THis Indenture made. &c. between *J. W.* of, &c. of the one part, and *A. B. C. D.* &c. of the other part, witnesseth, that the said *J. W.* for and in consideration of the better confirmation and strengthening of a Joynture already made and granted to *R.* his now wife, and for her better maintenance and livelihood in time to come, and for the natural love and affection which he the said *J. W.* beareth to the Heirs of his body, begotten and to be begotten, and for settling and establishing of the inheritance of the Lands and Tenements hereafter mentioned, to and in the said *A. B. C. D.* &c. and their Heirs, to the uses, intents and purposes hereafter specified. Hath given, granted, enfeoffed and confirmed, and by, &c. unto the said *A. B. C. D.* &c.

&c. their Heirs and Assigns for ever, all that the Mannors, Capital Messuages, and Farm of B. in, &c. with the rights, members and appurtenances thereof; and all that the Advowson, Patronage and Gift of the Parish Church of B. and all and all manner of Houses, Edifices, Dove-Houses, &c. and all those Thirteen Messuages or Tenements, &c. and all shops, cellars, sollers, &c. and all other the messuages, lands, tenements, reversions, services and hereditaments whatsoever, which he the said J. W. standeth seized of any estate of inheritance, within the Countreys of, &c. aforesaid, or elsewhere within the Kingdom of England, and the reversion and reversions, remainder and remainders of all and singular the said premises, and all rents and yearly profits reserved, due or payable by or upon any demise, lease or grant, demises, leases or grants made of the said premises, or any part thereof, and all the estate, right, title, interest, claim and demand whatsoever, of him the said J. W. of, in and to the same premises, and every or any part or parcel thereof, and also such Deeds, Charters, &c. to have and to hold the said Mannors, Messuages, Farms, Tenements and Rectory, and all and singular other the premises before by these presents granted or mentioned, meant or intended to be granted, with their and every of their appurtenances unto the said A. B. C. D. &c. their heirs and assigns for ever, to the uses, intents and purposes hereafter in these presents limited, expressed and declared, and to none other use, intent or purpose (that is to say) as for, touching and concerning the said Mannor, Capital Messuage and Farm of Burnet, and all Lands, Meadows, Pastures, &c. And the said Rectory and Parsonage of Chewton, alias Chewton, and with the rights, members and appurtenances thereof, and all and all manner of Tithes of Corn, Hay and Wool, and all obligations, obventions, profits, Commodities and Hereditaments whatsoever, coming, growing, yearly renewing or happening in Chewton aforesaid, or elsewhere, to the said Rectory or Parsonage belonging, or in any wise appertaining, to the said Messuage or Tenement, &c. and the said three Messuages or Tenements, &c. and all Cellars, Sollers, Houses, &c. and the reversion and reversions thereof, &c. and all Rents and services thereunto belonging, or in any wise appertaining, to the use and behoof of J. W. and his assigns, for and during the term of the natural life of the said J. W. without impeachment of, or for any manner of waste, and after the decease of the said J. W. then to the only use and behoof of the said

Rachel; for and during the term of her natural life, for and in the name of her Joynture, and in full recompence of her Dower, and title of Dower, which she the said *Rachel* shall or may have of or to the Lands, Tenements and Hereditaments of the said J. W. and after the decease of the said J. W. and *Rachel*, then to the use and behoof of the heirs of the body of the said J. W. lawfully begotten, or to be begotten; and for default of such issue, to the use and behoof of the said A. B. C. D. &c. their Heirs or Assigns for ever; upon this hope, trust and confidence nevertheless in them reposed by the said J. W. that they the said A. B. C. D. &c. and the Survivors and Survivor of them, and his and their Heirs and Assigns, and at all times after the ending of the said estates of the said J. W. and *Rachel* his wife, of and in the said Manors and Premises to them above limited, make such grants and conveyances of the same, and dispose, distribute and employ the rents, issues and profits thereof, to such person and persons, and in such manner and form as the said J. W. by his last Will and Testament in writing (by him) to be subscribed with his own hand, and sealed with his seal in the presence of three or more witnesses, or by any other writing to be by him subscribed and sealed in the presence of so many witnesses, as aforesaid, shall nominate, declare or appoint; and for and in default of such denomination or appointment; then that the persons trusted, and the survivors and survivor of them, his and their Heirs and Assigns, shall convey and assure the said Manor and Premises, to and on the right heirs of the said J. W. for ever, and as for, touching and concerning all other the said Messuages, Lands, Tenements, and Premises residue with the appurtenances, whereof no use is before by these presents limited or declared to the use and behoof of the said J. W. and of the heirs of his body lawfully begotten, and to be begotten; and for default of such issue, to the use and behoof of the said A. B. C. D. &c. their Heirs and Assigns for ever, upon the like hope, trust and confidence in them reposed, and that the said persons trusted, and the Survivors and Survivor of them, and his and their Heirs and Assigns, at all times, from and after such time as the said J. W. shall be dead, without heir of his body, shall make such grants and estates of the said Lands and Premises residue, &c. or any part or parts thereof, and distribute, dispose and employ the rents, issues and profits thereof to such person and persons, and in such manner and form as the said J. W. by his last

Will and Testament in writing to be by him subscribed with his own hand, and sealed in the presence of three or more witnesses, or by any other writing to be by him subscribed and sealed in the presence of so many Witnesses, as aforesaid, shall nominate, declare, limit and appoint, and for and in default of such nomination or appointment, then, that the said person or persons trusted, and the Survivors or Survivor of them, his and their Heirs and Assigns shall convey and assure the same Lands and Premises residue with the appurtenances, to and upon the right heirs of the said J. W. for ever. Provided always, and it is fully and plainly covenanted, concluded and agreed, by and between the said parties to these presents, for them, their Heirs and Assigns, that it shall be lawful to and for the said J. W. and that the said J. W. shall have full power and authority from time to time, and at all times hereafter, at will and pleasure, by his Deed or Deeds in writing, to demise, grant, and to farm let all or any the said Manors, Messuages, Lands, Tenements and Hereditaments, and every or any part or parts thereof, as well in possession, as in reversion, or in possession, or in reversion, unto any person or persons for one, two or three lives, or for any number of years whatsoever, by and under such Rents, Reservations, Covenants, Conditions, Limitations and Agreements, as to him shall seem meet, or without any Rent, Reservation or Condition, at his will and pleasure; at that, when, and as often as any such demise, grant or lease shall be so made by the said J. W. of the premises, or any part or parts thereof, the said parties trusted, and every of them, and the Survivors or Survivor of them, and every of them, and his and their Heirs and Assigns, shall stand and be seised of such part, parts and parcels of the said Manor, Messuages, Farms, Tenements, Rectory and Premises, as shall be so demised, leased or granted, immediately from and after every such demise, Lease or Grant made, to the use and behoof of every such person and persons, to whom any such lease, demise or grant shall be so made, and of their Executors, Administrators and Assigns respectively only for and during the continuance of the estate and estates, term and terms, interest and interests, to be limited and expressed, in such Lease, Demise or Grant, under such Rent, Reservations, Condition and Conditions, Limitation and Limitations, as in or by such Leases, Demises or Grants shall be limited, expressed or contained respectively, according to the intent, purport and true meaning of every such

such Demise, Grant and Limitation, and of the Reversion and Reversions, Rents and Services reserved, and depending upon the same Leases and Grants, and also after the end and expiration of every such Demise, Lease and Limitation to be made, and as the same shall respectively end and determine, then from time to time of all and every such part and parts of the Premises, as shall be so demised, leased or limited as aforesaid, to the use of such person and persons, and in such manner and form, and of such estate and estates, with such remainder and remainders over, as are before herein and hereby limited, appointed and declared, and to none other use, intent or purpose. Provided likewise, and it is further covenanted, concluded, condescended to and agreed by and between the said parties to these presents, that if the said J. W. do and shall at any time or times hereafter, in or by any Writing under his Seal, and by him subscribed with his Hand in the presence of three or more Witnesses, signify and declare that he is minded to alter, change, revoke, determine, frustrate or make void all or any the uses or estates hereby made, limited or appointed, that then and from thenceforth all and every such use and uses, estate and estates, whereof or concerning which he shall so signify or declare his said mind as aforesaid, shall respectively be frustrated, void, revoked, determined, and of no force or effect, only of, for and concerning all such and so much of the said Manor, Rectory, Farms, Lands and Premises before herein mentioned, whereof he the said J. W. shall so signify and declare his mind as aforesaid, and then and from thenceforth this present Feoffment and grant shall enure and be, and the said A. B. C. D. &c. and their heirs shall stand, and be seised of, for and concerning all such, and so much of the said Manors, Lands and Premises, whereof or concerning which he the said J. W. shall so signify and declare his mind as aforesaid, to the only use of such person and persons, and of and for such estate and estates, and with such remainder and remainders thereof, over and for, upon and under such conditions and provisos, and in such manner and form as the said J. W. shall by any such writing or writings, by him to be subscribed and sealed as aforesaid, limit or appoint any thing in these presents contained, or any other matter or cause to the contrary thereof in any wise notwithstanding. In witness, &c.

Note.

This precedent Deed was executed with Livery and Seisin, and Attornment, the Livery being severally made in the several Counties aforesaid.

The Donor made his Will, and thereby devised to the Mayor and Commonalty of B. several Annuities, to be issuing out of the Lands granted by the precedent, and appointed the same to be employed to charitable uses, and constituted *Rachel* his Wife Executrix, and died without issue.

The Executrix proved his Will.

THE Sisters and Sisters Children of the Donor (as heirs at Law) question the validity of the Deed; whereupon the Mayor, Commonalty and Feoffees, in trust, exhibit their Bill in Chancery against the Co-heirs and Executrix, and afterwards the matter coming to hearing, by Decree the Deed and Uses are confirmed.

A Condition to pay money weekly.

THE Condition, &c. That if the within bound A. B. C. D. E. F. and G. H. or any of them, or the Executors, Administrators or Assigns of them, or any of them, do truly pay, or cause to be paid to the within named M. P. and J. G. or either of them, or to the Executors, Administrators or Assigns of them, or either of them, at or in the, &c. the sum of Four pound of, &c. in manner and form following, that is to say, every week weekly on the Saturday in every week, one next and consequently ensuing another, the sum of two shilling, until the said sum of Four pound shall be fully satisfied and paid, the first payment thereof to begin and to be made on Saturday next, being the twentieth day of this instant month of *September* within written, that then, &c. but if default shall be made of or in any of the payments, that then, &c.

A Condition to pay a sum of money, and three years payment given.

THE Condition, &c. That if the within bound J. W. his Executors, Administrators or Assigns, or any of them do truly

truly pay or cause to be paid to the above-named J. P. his Executors, Administrators or Assigns, the sum of seven pound and ten shillings of good and lawful money of England, at or in the, &c. in manner and form following. That is to say, on the third day of Jan. which shall be in the year of our Lord 1632, fifty shillings thereof, on the third day of Jan. which shall be in, &c. 1633. fifty shillings more thereof, and on the third day of Jan. which shall be in, &c. 1634. fifty shillings residue of the said sum of seven pound ten shillings, without fraud or delay, that then this, &c. but if default shall be made of or in any of the said payments, in part or all, then this, &c.

A Condition to perform Covenants in a Lease, and not to seek for a new Lease from the chief Landlord.

THE Condition, &c. That whereas the within-named M. H. by her Indenture of Lease, bearing date the day of the date within written, hath leased unto the within bound E. M. part of a Messuage or Tenement called the *Peter and Paul*, situate in *Paternoster-Row*, in the Parish of *S. Michael* at *Quern* in *London*, from the Feast of the Nativity of *S. John Baptist* last pass, before the date within written, for the term of twenty one years, as by the said Indenture of Lease, may appear; if therefore the said E. M. his Executors, Administrators and Assigns, and every of them, do well and truly observe, perform, fulfil and keep, all and singular the covenants, grants, articles, conditions and agreements, specified and declared in the said Indenture of Lease, which on his or their parts, are or ought to be observed, performed, fulfilled and kept in and by all things according to the tenor, purport, effect and true meaning of the said Indenture: And further, if the said E. M. his Executors, Administrators or Assigns, nor any other person or persons whatsoever, for him or them, or by his or their, or any of their means, occasion or procurement, do directly or indirectly procure, get or obtain, or endeavor to go about to procure, get or obtain any Lease or grant from the Mayor, Commonalty, and Citizens of the City of *London*, of the said Messuage or Tenement, or any part thereof, or of that part of the said Messuage or Tenement, which he the said M. H. hath leased unto the said E. M. that then, &c. or else, &c.

A Collateral Condition.

THe Condition, &c. That whereas A. B. and C. D. Citizens and Drapers of London, by one Obligation of the date within written, are and stand jointly and severally bound to the within named E. F. in 100 l. of, &c. with condition for the payment of 52 l. or the, &c. at or in the, &c. as by the, &c. and in case the said A. B. and C. D. and either of them, and either of their Executors, Administrators, and Assigns, shall make default of and in the payment of the said sum of 52 l. to the said, &c. his Executors and Assigns, on the day, and at the place of payment thereof aforesaid, if then the within bound L. H. his Executors or Administrators, do well and truly pay, or cause to be paid unto the said, &c. the sum of 52 l. within the space of eight days next after such default of payment made as aforesaid, he the said E. F. his Executors or Administrators, upon the receipt thereof, delivering unto the said L. M. his Executors or Assigns, the above-recited Obligation, uncanceled and undischarged, together with an irrevocable, absolute and sufficient Letter of Attorney or Assignment thereof, unto the said L. M. his Executors and Assigns, by and from the said E. F. his Executors and Assigns, and sealed and delivered in due form of Law before two or three sufficient witnesses at the least, that then, &c. or else, &c.

A Collateral Covenant to the same effect.

TO all people, to whom this present Writing shall come, A. B. of, &c. sendeth greeting. Whereas F. W. of, &c. hath at the special instance and request of the said A. B. taken and accepted of one Obligation of the date hereof, wherein M. N. O. P. and Q. R. their Executors, Administrators and Assigns, stand jointly and severally bound unto the said F. W. in the sum of, &c. with condition thereon endorsed for the payment of, &c. at or in the, &c. as by the said Obligation and Condition may more plainly appear. Now know ye, that the said A. B. doth for himself, his Executors, Administrators and Assigns, covenant, promise and grant to and with the said F. W. his Executors and Assigns by these presents, that if the said M. N. O. P. and Q. R. their Executors, Administrators and Assigns, and every of them, shall make default of and in the payment of the said sum of, &c. unto the said F. W. his Ex-

ecutors

cutors and Assigns on the day, and at the place aforesaid, that then he the said A. B. his Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid to the said F. W. his Executors or Assigns, the said sum of, &c. on the, &c. next coming after the date thereof, at or in the place, &c. without fraud or delay. He the said F. W. his Executors or Assigns, upon payment thereof, delivering to the said A. B. his Executors or Assigns, the above-recited Obligations, safe, whole, uncanceled and undischarged, together with a sufficient and absolute assignment thereof, or Letter of Attorney irrevocable in due form of Law, to be made, sealed and delivered by the said F. W. his Executors or Assigns, before two or three sufficient Witnesses at the least. In witness, &c.

A Condition to erect a Barn.

THe Condition, &c. That if the within-bound T. S. his Executors, Administrators or Assigns, do at or before the Feast day of, &c. next coming after the date within written, at his and their own proper costs and charges, well, work-man like, and sufficiently make, build, erect, set up, and fully finish, or cause to be made, &c. (in all things belonging to the Art or Trade of a Carpenter) in and upon one piece of ground, now in the occupation of, &c. one new Barn, with twelve several Bays or Rooms in the same, of good, new and seasonable Timber, and one strong Door, with four Windows to the same, and the said Barn to contain in length 116 foot of Assise, and in breadth 22 foot, and in height eighteen foot of Assise at the least, and also, do, at or before the said Feast day of, &c. make, or cause to be made, at his or their like costs and charges, within the said Barn so to be builded and set up, the one half and moiety thereof meet and convenient for a Stable room, and a sufficient floor for the same moiety, upon the main ground with good, new and seasonable planks of Oaken Timber together with Racks and Mangers, sufficient and convenient for the same, and do also to the other moiety of the same Bays or Rooms, make one substantial floor of seasonable boards, and do likewise at his and their like costs and charges, find and allow all such nails, as shall be needful to be spent and occupied in and about the erecting, setting up and finishing of the same Barn and Stable with Floor, Racks, Mangers, Doors, Windows and Planks (except if any be excepted) that then, &c. (or you may proceed thus)

thus,) And the within named D. E. in consideration of the Premises, is to pay unto the said T. S. his Executors or Assigns 20 *l.* 10 *s.* of, &c. in form following, viz. at the enfealing hereof 6 *l.* 8 *s.* 4 *d.* thereof, which he had paid accordingly on the, &c. and at the fully finishing of the same Barn as aforesaid, other, &c. in full payment of the said sum of, &c. that then, &c.

A Condition, that whereas A. B. had delivered a Bond and a Letter of Attorney to C. D. to recover a debt of, &c. the said C. D. is bound to redeliver the Bond or the Money.

THe Condition, &c. That whereas the within bound C. D. the day of the date within written, hath received and had of the within named A. B. one Bond or Obligation, bearing date, &c. (and so recite the Bond) as by the said Obligation and Condition may more plainly appear, which said Bond or Obligation, together with one other Writing or Letter of Attorney of the date within written, the said A. B. hath delivered to the said C. D. in trust only for the recovery and receiving of the said debt of, &c. mentioned in the Condition of the said Obligation, together with costs, damages, and reasonable interest, if any shall be, of and from the said, &c. his Executors or Administrators; if therefore that the said C. D. his Executors, Administrators or Assigns, do at any time hereafter, within the space of one whole year next coming after the date within written, either well and truly pay, or cause to be paid to the said A. B. his Executors or Assigns, the full sum of, &c. at or in the &c. or otherwise redeliver, or cause to be re-delivered to the said A. B. his Executors or Assigns, the said Obligation or Bond, and the said Letter of Attorney, safe, whole, uncanceled, and undischarged, and in as good condition as he received them, or either of them (the perils and dangers of the Seas and Pirates only excepted) within the time and space before limited, that then, &c. or else &c.

A Condition to pay a sum of money as ones return from beyond Sea.

THe Condition, &c. That whereas the within named A. B. the day of the date within written, hath paid and delivered unto the within bound C. D. the sum of, &c. which said sum the said A. B. is contented, that the said C. D. shall employ and adventure in a Voyage, wherein the

the said C. D. is bound in the good Ship called the, &c. unto the *East-Indies*, upon the condition that the said C. D. his Executors, Administrators or Assigns, shall truly pay, or cause to be paid unto the said A. B. his Executors or Assigns, the full sum of, &c. at the return of the said C. D. and the said Ship, or either of them, which shall first and next happen from the *East Indies* as aforesaid, into the Realm of *England*. If therefore the said C. D. his Executors, Administrators or Assigns, do or shall within one month next after the return either of himself, or of the said Ship, called the &c. from the *East Indies* aforesaid, into the Realm of *England*, well and truly pay, or cause to be paid to the said A. B. his Executors or Assigns, the said sum of, &c. of like lawful money of *England*, without fraud or delay, that then, &c. or else, &c.

A Condition for delivery of Wool.

THE Condition, &c. That whereas the within bound A. B. for the sum of, &c. to him by the within named C. D. in hand, at the sealing of this obligation truly paid, whereof he the said A. B. acknowledgeth the receipt, hath bargained and sold to the said C. D. one hundred Tod of merchantable Wool, good and lawful, viz. at the rate and price of ten shillings the Tod, if therefore the said A. B. his Executors, &c. do well and truly deliver, or cause to be delivered unto the said C. D. his Executors, &c. all the said one hundred Tods of Wool, sorted and packed by an indifferent sworn Wool-packer, frank and free at the Warehouse of, &c. on or before, &c. without any delay, that then, &c.

Another Condition to deliver certain Tods of Wool.

THE Condition, &c. That if the within bound A. B. and C. D. or either of them, or the Executors, Administrators or Assigns of them, or either of them, do well and truly deliver, and cause to be delivered unto the within named E. F. his Executors, &c. the full number or quantity of forty Tods of good and merchantable wools, of the proper sheeps growth of them the said A. B. and C. D. well washed and dried, and wrought by a sworn wool-man, without cot, comb, gare or refuse, and to be weighed by the Tod, accompting and allowing eight and twenty pound weight of wool, with a reasonable list to every Tod, on or before the, &c. next ensuing the date within written, at or within the, &c. frank and

and free of all manner of costs, charges and payments, there to be demanded, without fraud or delay, that then, &c. or else, &c.

A Condition for the delivery of Cow-hides.

THe Condition, &c. That if the above-bound E. F. his Executors, Administrators or Assigns, or any of them, do truly deliver, or cause to be delivered to the above named G.H. his Executors, Administrators or Assigns, at or in *Leaden-Hall Yard London*, at or before the, &c. next coming, after the date above-written, nineteen Cow-hides, and one Steer-hide well tanned, and as good merchantable ware, as is usually sold in *Leaden-Hall Yard* aforesaid, which Hides the said H.H. before the enfealing hereof, hath delivered to the said E. F. to be tanned as aforesaid, and is to pay upon the full delivery of them to the said E. F. his Executors or Assigns, for tanning of the same hides, the sum of 3 l. 6 s. 8 d. of lawful money of *England*, that then, &c. or else, &c.

A Condition for delivery of Barley.

THe Condition, &c. That if the within-bounden A. B. his Executors, Administrators or Assigns, or any of them, do well and truly deliver, or cause to be delivered to the within-named C. D. his Executors, Administrators or Assigns, at his Barn door, situate, &c. 22 quarters of good sweet, dry and merchantable barley, in form following, viz. 12 quarters on or before the, &c. and on or before, &c. the other ten quarters in full of the said 22 quarters, frank and free from all charges whatsoever, that then, &c. or else, &c.

A Condition to make an Assurance by a day.

THe Condition, &c. That if the within-bound A. B. his Heirs, Executors and Administrators, do before the twentieth day of *May*, next coming after the date within written, make, or cause to be made unto the within-named C. D. and to his Heirs and Assigns, such a good, sure, sufficient and indefeazible estate of inheritance in the Law, to the only use and behoof of the said C. D. his Heirs and Assigns for ever, or to the use of such person, and his Heirs and Assigns for ever, as he the said C. D. shall then name and appoint of and in all that Messuage, &c. (as the bounds thereof are known) by deeds and evidences sufficient in the Law.

or

or by Fine and Recovery if need shall be or require, or by any other sure or lawful means, as by the said C. D. or his Heirs, or by the Assigns of him or them, or by their, or any of their Council learned in the Law, shall be reasonably advised, devised or required, and also if the same Messuages, &c. now are and be, and so from, &c. for ever shall remain, continue and be unto the said C. D. his Heirs and Assigns, or to such other person as he the said C. D. shall name and appoint, and his Heirs and Assigns free, clear, and clearly acquitted, exonerated and discharged, or otherwise upon request sufficiently saved and kept harmless, of and from all and all manner of former and other Bargains, Sales, Leases, Gifts, Grants, Surrenders and Incumbrances whatsoever, (if need be you may proceed further) and also if the said A. B. his heirs, &c. do at all times hereafter, and from time to time, from and after the said, &c. for and during the space of ten years, upon reasonable request to be made by the said C. D. his Heirs or Assigns, do, make, knowledge and execute, and suffer to be done and executed, all such further act and acts, thing and things, device and devices, for the better assuring and conveying of the Premises unto the said C. D. his Heirs and Assigns, as aforesaid, be it by fine, feoffment, deed or deeds, rolled or inrolled, recovery, release, or by any other ways or means whatsoever, with warranty against the said A. B. his Heirs and Assigns, and all other claiming by, from or under him, them, or any of them, or otherwise without warranty, as by the said C. D. his Heirs or Assigns, or by his or their Council learned, at his and their own proper costs and charges in the Law shall be reasonably devised and required, that then, &c. or else, &c.

A Condition for the renewing of a Lease, when the Lessor shall come to the age of twenty one years.

THE Ccondition, &c. That whereas the within-bound R. R. and E. his wife, late wife of the within named T. W. by Deed indented, bearing date, &c. have demised, granted and to farm letten unto the within named J. G. and A. P. all those Copyhold or customary Messuages, Lands, Tenements, Meadows, Leases, Pastures, Commons, Woods, Underwoods and Hereditaments commonly called or known by the several and proper names of, &c. or any of them, or by any other name or names, situate, lying and being within the Manor or Lordship, and Parish of *Woodford* in the County

County of *Essex*, which were at the time of the decease of the said T. W. in the tenure or occupation of G. H. or his Assigns : To have and to hold from the, &c. last past, before the date hereof, unto the end and term of forty years, from thence next ensuing, and fully to be compleat and ended, if the said E. shall happen so long to live, by the yearly rent of, &c. as by the said Deed indented amongst other things, covenants, grants and articles therein contained, whereunto relation being had more at large it may appear : if therefore the said R. R. and E. his wife, within one half year, next after that the said E. shall come to and accomplish her full age of twenty one years, upon reasonable request made by the said J. and A. or either of them, their Executors or Assigns, at the now, &c. and at the only costs and charges for Writings, or otherwise of the said J and A. their Executors or Assigns, shall make and seal, and as their Deeds deliver to the said J. W. and A. P. their Executors or Assigns, one Indenture or Lease, of all and singular the said Copy-hold or customary Messuages, Lands, Tenements and Hereditaments, before by the said Deed indented, demised, and of every part and parcel thereof, and which Indenture so to be made, sealed and delivered, shall in all things, and in every covenant, grant and article of the same, agree *verbatim* with the said Deed indented, which beareth the date within written, and not otherwise, save only that after the commencement and beginning of the same, it shall be made to hold and continue the rest of the said term of forty years, which shall be then to come and unexpired, comprized in the said Deed indented, which beareth the date within-written, (*viz.*) to continue the rest of the years which shall be then to come, and no otherwise, that then, &c. or else, &c.

A Condition to gather Rents, and to yield an account thereof.

THE Condition, &c. That if the within bound A. B. or his sufficient Deputy, do from henceforth during his natural life, well, truly and entirely levy, collect and gather all and singular the Rents, Revenues, Enrolments, Perquisites of Courts, Issues and Profits whatsoever, of, or belonging to the Lordship or Manor of, &c. and of all the members and parcels of the same, at the Feasts of, &c. yearly, during the said term, and all the same rents, &c. and all the money thereof coming, hereafter to be coming of the same, and every, or any part thereof, well and truly content

rent and pay to the within named C. D. at the Feasts of, &c. yearly, and also due from time to time, as often as he shall be thereunto required by the said C. D. his Heirs, Executors or Assigns, make, render and deliver to the said C. D. his Heirs or Assigns, a just, true and perfect account of all the same Rents, Revenues, and other the Premises, and of all the arrearages thereof (if any be) do at the end of every such account made, make just and true payment to the said C. D. his Heirs or Assigns, and further do well and truly administer, serve and execute all Process to him to be directed from the Stewards and Officers of the said C. D. his Heirs or Assigns, concerning the premises, or any part thereof; and moreover do, during all the said term, demean and behave himself as an honest and true Bayliff ought to do, that then, &c. or else, &c.

A Condition of a Deputy Rent-gatherer, to give account for the receipt of Rents.

The Condition, &c. That whereas the within bound A. B. hath retained, (to and with the within named R. C.) Renter of the Manor of *Finsbury*, for the collecting of all the Rents, coming or growing out of the Manor of *Finsbury*, in the County of *Middlesex*, and of Lands, Rents and Tenements, belonging to the Mayor, Aldermen, Commonalty and Citizens of the City of *London*, Farmers of the said Manors, Lands, Rents and Tenement, for term of years yet to come, if therefore the said A. B. do well and truly behave himself in the said room or office of Renter'ship, for the Collection of the said rents and profits of the said Manors, Rents, Lands, &c. and well and truly from time to time collect the said Rents, and every part thereof to the hands of the Chamberlain of the City of *London* for the time being, to the use and behoof of the said Mayor, Aldermen, Commonalty and Citizens of the City of *London*, and make yearly the accompt of the said Rents, and of every part thereof in the name of the said R. C. if he then be living, of Record in the Chamber of the said City to the office of the same, to whom it doth or may appertain, to take and engross the same accompt; and also if the said A. B. during the life of the said R. D. do no act or acts, thing or things, directly or indirectly, to the prejudice and hindrance of the right of the said R. O. in and to that office, called the Renter'ship of *Finsbury*, and further do from time to time, clearly acquit, discharge or save and keep harmless the

the said R. C. his Executors, Administrators and Assigns, and every of them, against the Mayor, Aldermen, Commonalty and Citizens of the City of London, and against all and every person and persons, to whom it may or shall of right in that behalf belong, that then, &c. or else &c.

A Condition to make true account of ones Bailiff-ship.

THe Condition, &c. That whereas Sir H. H. Knight and Baronet, Chief Justice of the Common Pleas; Sir J. D. Knight, Chancellor of the Dutchy of Lancaster; T. N. Esq; Surveyor General, do stand and are possessed amongst other things of the Manor of, &c. for divers years yet to come, upon trust and confidence, and to and for the only use of C. P. have by the commandment and warrant of the said C. P. by Deed under his hand and seal, constituted and appointed the within-bound H. L. to be Bayliff of the Manor of *West-ham* aforesaid, and Collector of the rents and revenues, perquisites and profits there during the pleasure of the said C. P. If therefore the said H. L. by himself, or his sufficient Deputy or Deputies, his or their Executors or Assigns, do and shall from time to time to time, for and during their continuance and exercise of and in the said place or office, demean himself and themselves therein, without voluntary concealment, deceit or fraud towards the said C. P. and do and shall yearly during such his and their continuance and exercise as aforesaid, at the audit and audits to be held and kept for the said C. P. yield and make just and true account to and before the said Auditors, for the time being, of the said Manor and Premises, and thereupon make payment and satisfaction to the said C. P. his Officer or Officers, in that behalf to be authorized and appointed, to and for the said C. P. his use, at or before every such audit or audits, of and for all and every such rents, sum and sums of money, and other issues, revenues, goods, chattels, perquisites and profits, as then shall come to the hands of the said H. L. or his Deputy or Deputies, or as he or they then ought rightly to be charged withal to the said C. P. his use, for or by means or in respect of the said office or place, that then, &c. or else &c.

A Condition for payment of a sum of money within three days after request, if the Obligee may not enjoy a Messuage.

THe Condition, &c. That whereas the within-bound C. D. by a Deed bearing date within-written, for the consideration therein, hath assigned and set over unto the within-named A. B. one Indenture of Lease, bearing date, &c. made and granted to him the said A. B. by one, &c. of a Messuage or Tenement, with the appurtenances, lying and being, &c. now in the tenure of, &c. for the term of, &c. and all his estate, right, title, interest and term of years to come, in or to the same Messuage or Tenement, and other the Premises by the said Lease demised, as by the said Poll-Deed or Writing more at large appeareth; if therefore the said A. B. his, &c. paying the said Rent, and performing the said Covenants and Duties in the said Lease contained on the Tenants part, from and after the, &c. to be paid and performed, shall not or may not peaceably and quietly have, hold and enjoy the said Messuage or Tenement, with the appurtenances, for and during all the residue of the said term, without any let, trouble, interruption. of or by the said, &c. then if the said C. D. his Executors, &c. do within one month next after notice thereof to him or them to be given by him the said, A. B. his, &c. well and truly repay, or cause, &c. to the said, &c. his Executors or Assigns, the sum of, &c. of, &c. the said A. B. then also re-delivering and re-assuring unto the said C. D. his Executors, &c. the said Indenture of Lease, safe and uncanceled, and all his estate, interest and term of years in and to the same, and the premises thereby demised, clearly discharged of all forfeitures, re-entries and incumbrances whatsoever, then to be had, made, committed or permitted by the said A. B. his, &c. together with the Poll-deed aforesaid, that then, &c. or else, &c.

A Condition to bring an Inventory into the Prerogative Court by a day.

THe Condition, &c. That if M. H. wife of J. H. while he lived, of the Parish of, &c. do make or cause to be made a true and perfect Inventory of all and singular the goods, chattels, and debts of the said J. H. and the same so made, to exhibit or cause to be exhibited into the Preroga-

the Court of *Canterbury*, the, &c. and the said goods, chattels and debts do well and truly administer, (*viz.*) do pay the debts of the said deceased, which he did owe at the time of his decease, as far as the said goods, debts and chattels will thereto extend, as the said Law will charge her: And further, do make or cause to be made a true and perfect account of and upon the said Administration, the second day next after the Feast of, &c. and such part and portion of the said goods, chattels and debts, which shall be found remaining upon her said account, examined and adjudged by the said Prerogative Court of *Canterbury* for the time being, shall distribute and purpose, as by the same Judge shall be limited and appointed; and if hereafter there shall appear any lawful Testament or last Will made by the said deceased, and the Executor or Executors therein named do exhibit the same, making request to have the same approved of accordingly, then if the said Administratrix, after lawful request to her made, do tender and deliver into the said Court the said Letter of Administration to her committed without delay; and lastly, do at all and every time and times hereafter, clearly acquit, discharge or save harmless the within named, &c. and all other the Officers of the said Prerogative Court of *Canterbury*, against all persons having or pretending to have any estate, right, title or interest to the said goods, chattels and debts, that then, &c. or else, &c.

A Condition never to vex or trouble one hereafter for any former matter.

THE Condition, &c. That if the within bound A. B. his Heirs, Executors or Administrators, or any other person or persons for him or them, or in his or their name or names, or by his or their title or procurement, or means, do at any time or times hereafter claim, challenge, demand, vex, sue molest or trouble the within named C. D. his heirs, Executors, Administrators or Assigns, or any of them, for any of the goods, money, plate or debts, which late were belonging to E. F. of, &c. deceased, or for any other matter, reckoning, cause or accompt, thing or things whatsoever, had, moved, stirred, depending, or being between the said A. B. and C. D. before the date within written, that then, &c. or else, &c.

A Condition for the assurance of mortgaged Lands after default of Redemption.

THE Condition. &c. That whereas the within-bound A. B. and C. his Wife, by their Deed indented, bearing date the within written, have given, granted, bargained and sold unto the within-named D. E. his Heirs and Assigns for ever, all that Messuage or Tenement, with the appurtenances thereto belonging, or in any wise appertaining, upon condition that if the said A. B. his Heirs Executors, Administrators or Assigns, or any of them, do well and truly pay, or cause to be paid unto the said D. E. his Executors, Administrators or Assigns, the sum of, &c. that then the aforesaid gift, grant, bargain and sale of the premises, and all conveyances and assurances thereupon had and made, should be utterly void, frustrate and of none effect, as by the said Deed indented amongst other things therein contained more plainly at large appeareth: if therefore the said A. B. his Heirs, Executors, Administrators and Assigns, shall make default of or in the payment of the said sum of &c. on the said, &c. then if the said A. B. and C. his Wife and their Heirs, and all and every other person and persons and their Heirs, having or lawfully claiming to have any, lawful right, title or interest, of, in or to the said Messuage, or Tenement, or other the premises with the appurtenances, or of, in or to any part or parcel thereof, shall from time to time, and at all times after such default of payment of the said sum of, &c. in form aforesaid had and made, upon the reasonable request, and at the only cost and charges in the Law of the said D. E. his Heirs and Assigns, further do, cause, make, knowledge and suffer, or cause to be done, made, knowledge and suffered, all and every such further lawful and reasonable act and acts thing and things, device and devices in the Law, be it by fine or fines, deed or deeds, &c. or by all, any, or as many of the said ways or means, as the said D. E. his Heirs and Assigns, or his or their Council learned in the Law shall be reasonably advised or devised, for the further assurance, sure making and conveying of the premises, and of every part and parcel thereof, to be had and made sure unto the said D. E. his Heirs and Assigns for ever, absolutely, without any manner of condition or mortgage, that then, &c. or else, &c.

A Condition to acknowledge a Statute by a day.

THe Condition, &c. That if the within bound A. B. and one R. L. of, &c. do upon or before, &c. seal and subscribe one Recognizance or Writing Obligatory, to be made according to the form of the Statute lately made and provided for recovery of debts, wherein and whereby the said A. B. and R. L. shall stand bound to the within named T. W. in the sum of, &c. payable at same Feast soon after the date of the same Writing, and the same so sealed and subscribed, do upon or before, &c. in lawful and due manner acknowledge before one of the two chief Justices appointed for the acknowledging of such Writings by the Statute, or in their absence, out of the term before the Mayor of the Staple at *Westminster*, and the Recorder of the City *London* for the time being, and the same so acknowledged and sealed, to deliver or cause to be delivered to the said T. W. at his now dwelling house, situate, &c. upon or before the, &c. full whole and uncanceled, to the end that a pair of defaultances may be thereupon made, that then, &c. or else, &c.

A Condition to meddle with the Executorship upon assignment thereof.

THe Condition, &c. That whereas the within bound T. T. hath assigned and committed all his right of Executorship of the Testament and last Will of Sir J. late deceased, unto the within named R. B. and hath fully for his part authorized, licensed and assigned the said R. only to do all and every thing and things, by, himself and his Assigns, concerning the execution of the said last Will and Testament, Therefore if the said T. T. shall not intermeddle with the Administration of any part of the goods and chattels, money, debts or plate of the said Testator, without consent of the said R. his Heirs or Executors, but shall at all times hereafter, and from time to time permit and suffer the said R. B. his Executors and Assigns to administer all such goods, chattels, money, plate and debts, as at the day of the making hereof be in the custody of the said R. B. to be administered, or in the hands or possession of any other person or persons, except such goods, chattels, money and plate, now in the possession and custody of the said T. T. of the said Testators, which is, or are to be administered as shall be thought good by the said R. B. And further, if the said T. T. ha

his Heirs or Executors, do not discharge any debts of the said Testators, without the consent of the said R. B. his Executors or Administrators, nor any action which the said R. B. or his Executors shall justly attempt and bring against any person or persons, to or for the recovery of any of the Debts, Goods and Chattels of the said Testator, that then, &c. or else, &c.

A Condition not to do any act as Executor, without consent of his Co-executor.

THE Condition, &c. That whereas one C. B. late of N. deceased, by her last Testament and Will, named, ordained and constituted the within bound M. B. and the within named N. J. to be Executors of the same her Testament and last Will, as by the same last Will and Testament among other things appeareth; if therefore the said M. B. shall not at any time hereafter make, or cause to be made any release, acquittance or other discharge, to any person or persons, for or concerning any of the debts, goods or chattels which were of the said C. B. the day of her decease; nor shall do or suffer, or cause to be done or suffered, any other act or acts thing or things, in or about the Execution of the said Testament and last will of the said C. without the consent, assent and agreement of the said N. J. that then, &c.

A Condition to procure one to seal an acquittance by n day, and to save harmless.

THE Condition, &c. That whereas the within-named A. B. hath the day of the date within written, paid and delivered to the within-bound C. D. for and to the use of L. O. now resident in France, in the parts beyond the Seas, the sum of, &c. if therefore the said C. D. his Executors or Administrators shall and do before the, &c. cause and procure the said L. O. to seal and deliver as his Deed to the use of the said A. B. his Executors and Administrators, in the presence of two or three sufficient and credible witnesses, a sufficient and lawful acquittance, testifying the receipt of the said sum of, &c. and also if the said C. D. his Executors, Administrators or Assigns do deliver, or cause to be delivered to the said A. B. his Executors or Administrators, at or in the, &c. the same acquittance sealed and delivered as aforesaid, and certified under the hands of the same witnesses, whole, uncanceled and undefaced, at or before, &c. and also do in the mean

time save and keep harmless the said A. P. his Heirs, Executors and Administrators, and every of them, and all and every of his and their Lands, Tenements, Goods and Chattels, and every part thereof against the said L. O. his Executors, Administrators and Assigns, and every of them, of and for the same sum of, &c. and every part thereof, and of and from all actions, suits, costs, charges, damages and demands, for or concerning the same, and every or any part thereof, that then, &c. or else, &c.

A Condition to acknowledge satisfaction of a Judgment.

THe Condition, &c. That whereas the within bound A. B. in M. Term now last past, hath obtained against the within-named L. O. in the Court commonly called, &c. a Judgment in an action of debt, as by the Records in the said Court remaining, &c. if therefore the said A. B. do in Easter-Term now next ensuing, at the costs and charges of the said L. O. cause satisfaction to be acknowledged and entred upon Record in full discharge of the same Judgment, that then, &c. or else, &c.

A Condition to procure two to seal releases for legacies, and to save harmless.

THe Condition, &c. That whereas R. B. late Citizen and Haberdasher of London, and brother to the above bound W. B. in and by his last Will and Testament, did give and bequeath unto W. B. and E. B. sons of the aforesaid W. B. their Father, 40*l.* a piece legacies to be paid, as in and by the said last Will and Testament of the said R. more at large appeareth: and whereas also the above named M. H. the now husband of R. the late widow and executrix of the said R. B. before the enfealing hereof, at the earnest request and desire of the said W. B. the Father, hath paid unto the said W. to and for the use and behoof the said W. and F. his sons, the said legacies of 40*l.* a piece in lawful English money, the receipt whereof the said W. E. the Father, doth hereby acknowledge and confess: If therefore the said W. B. the Father, or the above bound T. D. and W. F. or any of them, their or any of their Executors, Administrators or Assigns, within twenty eight days next after the said W. and F. B. sons of the said W. B. the Father, shall severally attain their several ages of 21 years, shall give and deliver unto M. H. his Executors, Administrators or Assigns, good, lawful and sufficient

sufficient releases or acquittances, under the hands and seals of the said W. and F. the son of the said W. of and for the said legacies of 40 l. or else do in the mean time and also at all times afterwards acquit and discharge, or else save and keep harmless and indemnified the said M. H. his Executors and Administrators, from and against the said W. and F. B. the sons, of and for the said legacies, and also of and from all actions, suits, troubles, costs charges and damages that shall be commenced, prosecuted, or any way happen to or against the said M. H. his Executors, Administrators, or Assigns, for or concerning the legacies by the said W. and F. or either of them, or any other person, for, by or under them, or either of them, that then, &c. or else, &c.

A Condition that a Woman shall release her Dowry.

THe Condition, &c. that if L. O. of W. Widow, late Wife of T. O. of, &c. do before the, &c. by her writing under hand and seal, remit, release and quit claim unto the within-named R. O. such estate, right, title, interest, claim and demand whatsoever, which she the said L. O. hath, may, might, should, or of right ought to have, in, or to all, or any part of the Lands, Tenements and Hereditaments which where the Inheritance of the said T. O. her Husband deceased, or any part thereof, for or by reason of her Dowry, or of any joynture heretofore made, or by reason of any other right, title or means whatsoever, at any time before the date hereof, come, grown or accrued: And also if the said within bound A. B. his Executors, Administrator, or Assigns, do before the, &c. leave and deliver, or cause to be left and delivered to and for the said R. O. at, &c. the said Writing or Release sealed and delivered, as aforesaid, being certified under the hands of two or three sufficient witnesses, safe, whole, uncanceled and undefaced that then, &c. or else, &c.

A Condition to suffer a mans Wife to make her Will.

THe Condition, &c. That whereas the within bound A. B. shall shortly by Gods Grace, marry and take to Wife C. D. late the Wife of E. F. deceased, and by reason and means of the said Marriage, he the said A. B. shall be greatly preferred and advantaged in substance and riches, in consideration whereof, if so be that the said A. B. after Marriage

had and solemnized between him and the said C. D. do quietly permit and suffer the said, C. D. (if she fortune to de-
cease before the said A. B.) to declare and make her Will
in writing, or otherwise by word of mouth, and in the same
to give, will and bequeath, or otherwise to assign and dis-
pose of, at her free will and pleasure, to and among her
kindred, friends and acquaintance, or to any of them, or
to any other person or persons, as to her shall be thought
meet and convenient, the sum of, &c. of, &c. And fur-
ther if the said A. B. his Executors, Administrators or As-
signs, or any of them, upon reasonable request to him, them,
or any of them to be made, by any such person or persons,
to whom the said C. D. shall so give and bequeath any such
sum or sums of money, extending no further than to the said
sum or value of, &c. as is aforesaid, do well and truly pay,
or cause to be paid, all and every the said several sum and
sums of money, gifts and bequests, so to be given and be-
queathed by the said C. D. and in such manner as shall be
by her appointed, that then, &c. or else, &c.

*A Condition to Marry one by a day, or else to pay a sum of mo-
ney.*

THe Condition, &c. That if the within-bound A. B. do
on or before the, &c. of, &c. lawfully espouse; marry
and take to wife one E. K. the daughter of, &c. if she the
said E. will thereunto assent and agree, and the Ecclesi-
astical Laws permit and suffer the same: But in case it shall
happen the said E. K. and A. B. and either of them, to dye
or decease before such Marriage had and solemnized, as
aforesaid, then if the said A. B. his Executors, Administra-
tors and Assigns, do well and truly pay, &c. to the said E.
K. her Executors or Assigns the sum of, &c. on, &c. at, &c.
that then, &c. or else, &c.

A Condition to be a true Prisoner.

THe Condition, &c. That if I. H. Merchant of St. Lu-
cas, which now is in the Prison of the Kingdom of
England, under keeping of the Sheriff within written, as well
by reason of Writ of, &c. of the Statute of the Staple, con-
taining the sum of, &c. as also for other certain Actions
causes and suits, on the behalf of R. S. &c. moved and
commenced, be from henceforth a true and faithful Prison-
ner, carrying and remaining with the said Sheriff and his

Deputies

Deputies, till the same J. H. be fully discharged and acquitted of the said actions, and then content and pay to the said Sheriff, &c. all and singular costs, charges, fees, and other duties, in such cases heretofore accustomed to be paid, that then, &c. or else, &c.

A Condition to save harmless for being bound for the appearance of a man.

THe Condition, &c. That whereas the within-named O. P. at the special instance, request and desire of the within-bound Sir E. G. by one Obligation bearing the date within-written, standeth bound joyntly and severally with the said Sir E. G. and the within-bound A. M. unto R. H. and H. H. Sheriffs of the City of London, in the sum of, &c. of, &c. with a Condition there under-written, for the appearance of the said Sir E. G. before the Justices of the Court of Common-Pleas at *W. Westminster*, on, &c. next, &c. to answer to C. G. of a Plea of Trespas, as by the same Obligation and Condition thereof more at large appeareth. If therefore the said Sir E. G. do according to the tenor and true meaning of the Obligation, and Condition above recited, appear before the said Justices of the said Court, &c. on the day in and by the Condition of the said Obligation limited and appointed for his appearance, to answer unto the said C. G. of a Plea of Trespas. And also if the said Sir E. G. his Executors and Administrators, and every of them, do from time to time, and all times hereafter freely and clearly acquit, discharge, or save and keep harmless the said G. P. his Heirs, &c. and his and their goods, and every of them, against the said Sheriff the City of London, and against all other persons whatsoever of and from the said Obligation and Condition above-cited, and penalty of the said Obligation contained, and every part, and parcel thereof, and of and from all Actions, Suits, Judgments, Executions, Condemnations, Damages and Demands, touching or concerning the same, that then, &c. or else, &c.

A Condition wherein the Factor is truly bound to serve the Merchant, and no other.

THe Condition, &c. That if the within-bound J. O. do from the day of the date within-written, unto the end and term of four years from thence next ensuing, and fully to be compleat and ended, well, truly and faithfully serve the Within-named L. S. and his Assigns, in the trade and traffick

of Merchandizes as well in this Realm of *England*, as in any other parts beyond the Seas; and also if the said J. O. at all times hereafter, and from time to time, during the said term of four years, upon the reasonable request of the said L. S. his Executors, Administrators or Assigns, to be made to the said J. O. do make, yield, and deliver unto the said L. S. and his Assigns, as from any other person or persons, by his or their assigns, notes and rest of all such sum and sums of money, as shall appear upon the foot of every such account or reckoning, as shall be so yielded, made and delivered by the said J. O. to the said L. S. his Executors, Administrators or Assigns, in form aforesaid; and further, if the said J. O. at any time hereafter, during the said term of four years, as the said J. O. shall be Factor, Doer or Agent to the said L. S. and his Assigns, by any manner of ways or means, do not traffique or Merchandize, or the affairs or business of any manner of person or persons whatsoever, other than the said L. S. and his Assigns, without the special licence, consent, will, knowledge and agreement of the said L. S. his Executors, Administrators or Assigns, thereunto first had and obtained in writing, under his and their hand and seal, that then, &c. or else, &c.

A Condition to pay use for Orphanage or Legacy-money, belonging to Orphans.

THE Condition, &c. whereas the within-bound A. B. and C. D. on the day of the date within-written, have in their hands, possession and custody, the sum of, &c. of, &c. being Orphanage or Legacy-money, appertaining unto E. F. and G. H. Children and Orphans of J. K. late Citizen and Grocer of *London*, deceased, for the sure Payment whereof at such time or times, as the said Orphans shall be severally capable of their several portions, according to the custom of the City of *London*, or according to the days and times limited in the Testament and last Will of the said J. K. Father of the said E. F. and G. H. the said A. B. and C. D. with other Sureties stand obliged and bounden by Recognizance, taken and acknowledged in the Orphans Court of the City of *London*, to the Chamberlain of the said City for the time being, in a certain competent penalty or certain penalties, according to the custom of the said City: and whereas the charge, education, keeping and bringing up of the said Orphans, is committed unto the said J. K. and his Wife, Mother of the said Orphans, if therefore the said

A. B. and C. D. or either of them, or the Executors Administrators or Assigns of them, or either of them, do every year yearly, during so long time as the said sum of, &c. or and part thereof shall continue and be in the use and occupation of them the said A. and C. or either of them, or of the Executors, Administrators or Assigns of them, or any of them, do well and truly pay, or cause to be paid to the said J. K. his Executors or Assigns, for and towards the charge and education of the said Orphans, or of such of them as shall longest continue, and be in his or their Orphanage or Minority, for the use, loan, or occupation of the sum of, &c. or of such part thereof, as shall longest continue and be in the use possession, or occupation of them the said A. B. and C. D. or either of them, or the Executors or Assigns of them, or any of them, after the rate and allowance of 6 l. 13 s. 4 d. of, &c. for every hundred, and so after that rate for a lesser sum, as the cause shall require, the same allowance to be paid quartely, at the Feasts of, &c. yearly by equal portions, at or in the, &c. that then, &c. or else, &c.

A Condition for the executing of a Goalership.

THe Condition, That if the within-bound J. W. his Executors or Assigns, do well and truly execute and use the office of Goalership, in the County of E. and also do well, surely and safely keep all and every such person and persons, now being in the prison of the Kingdom of England, in the same County of E. or that hereafter shall be committed into the said Goal, or to the said J. W. and further, that if the said J. W. his Executors or Assigns, at his or their proper costs, do safely carry, bring, and re-carry all persons in the said Goal now being, or that at any time hereafter shall be prisoners there, to any such place or places as the said Sheriff, or his Assigns shall appoint or name within the said County of E. and furthermore be truly and diligently attending, aiding and assisting the said Sheriff and his Under-Sheriff and Deputies, at all and every time and times, when any Execution shall be done within the said County, to and upon any person or persons, attainted, or to be attainted for Treason, Felony, Murther, or Heresie, or otherwise, or for any other cause, unto the end of the Execution. And further, if the said J. W. his Executors and Assigns, do discharge and save harmless the said Sheriff, his Heirs Executors, Administrators and Assigns, against the Kingdom of England,

England, and against all and every other person and persons and from all manner of escapes, damages and losses, fines, issues and amerciaments, which by the negligence or otherwise of the said J. W. his Executors or Assigns, that the said Sheriff shall or may in any wise be charged or incumbered, or ought to be charged by the Law, by reason of the office of the Sherifwick of the said County, from time to time, and do content and pay to the said Sheriff, his Heirs, Executors or Assigns, all such sum and sums of money, as the said Sheriff, his Heirs, Executors or Assigns ought to pay to the King, or to any other person or persons, to be due to the said Sheriff, by reason of the said office of Goalership, that then, &c. or else, &c.

A Condition for the re-assurance of Lands.

THe Condition, &c. That if the within bound A. B. his Heirs, Executors, Administrators and Assigns, and every of them, do from time to time, and at all times hereafter upon the reasonable request, at the costs and charges in the Law of the within named C. D. make, knowledge and suffer unto the said C. D. his Heirs or Assigns, or unto such other person or persons, as he or they shall name or appoint, all and every such lawful and reasonable act and acts, thing and things, device and devices in the Law, as by the said C. D. his Heirs or Assigns, or by his or their Council learned in the Law, shall be reasonably advised or devised, for the assurance and conveying unto him the said C. D. his Heirs and Assigns for ever, absolutely without any manner of condition or mortgage, all such Tenements, Lands, Meadows, Leases, Pastures, and Hereditaments whatsoever, with all and singular their appurtenances, situate, lying and being in, &c. all which, &c. now are, or late were in the tenure or occupation of, &c. or his Assigns, and sometime were in the tenure of, &c. or his Assigns, which said Lands, Tenements, Meadows, Leases, Pastures, and Hereditaments, were lately conveyed, bargained and sold unto the said A. B. and his Heirs by W. M. of, &c. as by an Indenture thereof made between the said W. M. on the one part, and the said A. B. on the other part, bearing date the, &c. last past, before the day within written, more plainly at large it may appear. And also if the said Lands, Tenements, Meadows, Leases, Pastures, and Hereditaments, and all and singular other the Premises with the Appurtenances, now be, and at all times hereafter shall be free and clearly discharged

or

or otherwise sufficiently saved and kept harmless by the said A. B. Heirs, Executors and Administrators, of and from all and every bargain, sales, leases, titles, troubles and incumbrances whatsoever, had, made or done, or hereafter to be had, made or done by the said A. B. his Heirs or Assigns, that then, &c. or else, &c.

A Letter of Attorney contained in the latter end of an Indenture.

ANd furthermore the said G. C. and T. N. have made, ordained, nominated and appointed, and by these presents do make, ordain, nominate and appoint R. B. Esq; and T. W. Gent. their true sufficient and lawful Attorneys, jointly and severally for them, and in their names and stead, into and upon all and singular those the said two parts, &c. and other the premisses, or into any part thereof, in the name of the whole to enter, and peaceable and quiet possession and seizin thereof, for them and in their names to take, and after such possession and seizin thereof had or taken, as aforesaid, for them and in their names, stead and places, peaceable and quiet possession, livery and seizin of all and singular the said premisses, or any part thereof, in the name of the whole, to deliver unto the said H. B. his Heirs or Assigns, or his or their certain Attorney in that behalf, ratifying, allowing and confirming all and whatsoever their said Attorneys, or either of them, shall do or cause to be done in or about the premisses by these presents. In witness, &c.

A Release of a Promise.

KNow all men by these presents, That I B. C. of &c. for divers good causes and considerations me hereunto moving, have remised and released and quit claimed, and by the presents for me, my Executors, Administrators, or Assigns, do remise, release, and for ever quit claim unto L. M. of, &c. his Heirs, Executors or Assigns, as well one Proviso or Condition, and all and every the sum and sums of money, specified in the same proviso or condition, contained and comprised in one pair of Indentures of bargain and sale, bearing date the, &c. in the, &c. made between me the said B. C. of the one party, and the said M. L. of the other party, as also all and all manner of actions and suits, cause and causes

causes of Actions, Suits, for or concerning the said Proviso. In witness, &c.

A Release of a Covenant mentioned in an Indenture of Lease.

TO all, &c. A. B. of, &c. sendeth greeting. Whereas in and by one Indenture of Lease, bearing date, &c. made between E. B. of one party, and the said A. B. of the other party, there is contained a Covenant in these words following, *viz.* (reciting the Covenant *verbatim*, as therein contained) whereunto relation being had, it doth and may more at large appear. Now know ye, That I the said A. B. for divers goods causes and considerations me hereunto especially moving, have remised, released, and quit-claimed, and by these presents for me, my Executors and Administrators, do fully and clearly remise, release and quit-claim unto the said E. B. his Executors and Assigns, the said Covenant, Grant, Clause, and Agreement and Article before rehearsed and mentioned, and all and every other matter, thing and things specified declared and contained in the same Covenant, Clause and Agreement and all the benefit, profit, advantage and commodity, that by any manner of means may or might arise, grow, come or happen to me the said A. B. for or by reason, or touching or concerning the same Covenant, Clause, Article or Agreement, or any word, sentence, matter, thing or things, therein contained; so that the said E. B. his Executors and Assigns and every of them, from henceforth for ever, shall be clearly and fully acquitted, released and discharged against me the said E. B. my Executors and Administrators, and every of us, of, from, and for the said Covenant, Grant, Clause, Article and Agreement, before rehearsed, and of and for every thing and things touching or concerning the same, and that this present release shall not in any wise extend to any other covenant, clause or Article before rehearsed, for and during the said term, &c. In witness, &c.

A Bargain and Sale of Woods.

THis Indenture, &c. between, &c. witnesseth, That the said I. M. for the considerations hereafter in these presents expressed, hath bargained and sold, and by these presents doth bargain and sell unto the said F. M. all those Woods, Under-woods and Trees whatsoever, standing, growing, lying, or being in and upon all that wood and Wood-ground,

ground, called or known by the name of, &c. in the County of, &c. Parcel of the Mannor of, &c. in the same County (except, and always reserved) out of this present Bargain and Sale, unto the said I. M. his Heirs and Assigns, 50 Trees of Oak to be taken and marked by the said I. M. or his Assigns, in such manner as hereafter in these presents is expressed, viz. It is agreed between the said parties to these Presents, and either of them, severally for himself, his Executors and Administrators, covenanteth and granteth to and with the other of them, his Executors and Administrators, that the said M. E. shall or may first choose ten Oaks, and after the said J. M. to choose ten other, so either of them one after another ten Oaks until the said I. M. or his Assigns, have made choice of the said number of 50 Trees before excepted, in consideration of which said bargain and sale, the said M. F. doth covenant, &c. to and with the said &c. that he the said F. M. his, &c. shall well and truly pay, &c. unto the said I. M. his, &c. the sum of, &c. on the, &c. at, &c. and further the said I. M. doth covenant, &c. to and with, &c. that it shall and may lawful to and for the said I. M. his Executors and Assigns, at all reasonable times of the year, after choice made by the said I. M. or his Assigns. to the said 50 Trees to him excepted, as aforesaid, during the space of, &c. next ensuing the date hereof to fell, cut down and carry away the said Woods, Underwoods and Trees before by these presents bargained and sold, and every of them, except before excepted. And likewise the said F. M. doth covenant, &c. to and with, &c. that he the said F. M. his Executors or Assigns, shall and will at every selling, of which he or they shall make of the said Woods Underwoods or Trees, leave standing or growing, so many staddles and stories, as by the Laws and Statutes in that case provided, are or ought to be left, for and in recompence of which staddles and stories so to be left, the said I. M. for him, his Executors and Administrators, doth covenant, promise, grant and agree to pay, or cause to be paid upon reasonable request unto the said F. M. his Executors or Assigns, so much money, as by two persons, whereof the one to be chosen by the said I. M. the other by the said F. M. shall be thought reasonable, and by them limited and appointed. And furthermore the said I. M. doth covenant, &c. to and with, &c. that if the said F. M. his, &c. do pay, &c. unto the said I. M. his, &c. the said sum of, &c. at the day, time and place before limited for the payment thereof, and in such manner and form, as aforesaid, that then one

Recog-

Recognizance, in the manner of a Statute staple, bearing date, &c. taken and knowledged &c. wherein the said F. M. standeth bound to the said J. M. in the sum of, &c. shall be utterly void, and of none effect. In witness, &c.

An Assignment of an Extent upon a Statute.

This Indenture made the, &c. between T. O. of, &c. of the one party, and Sir L. L. of, &c. and L. B. of, &c. of the other party witnesseth, That whereas T. R. of, &c. R. R. of, &c. and R. B. of, &c. by their Recognizance in the nature of a Statute-staple, bearing date the, &c. taken and acknowledged before, &c. did acknowledge themselves to owe to the said T. O. the sum of, &c. payable, as in and by the said Statute or Recognizance more at large appeareth. And whereas also certain writs of Extent, bearing date the, &c. in the, &c. were awarded out of the Court of Chancery, being directed to the then Sheriff of the County of York, by virtue of which Writ so directed into the County of York, the same then Sheriff did extend all that the Mannor or Capital Messuage, &c. in the, &c. and divers Lands, Tenements, &c. as in and by an inquisition thereof, had and taken by the said Sheriff, at R. in the County of York aforesaid, bearing date the, &c. then last past, annexed to the said Writ of Extent, and remaining of Record in the High Court of Chancery, more at large it doth and may appear: And whereas also afterward Sir M. W. Knight, then Sheriff of the said County of York, by virtue of a Writ of Liberate, likewise directed to the said Sheriff, hath delivered possession and Seizin of the said Mannor or Capital Messuage, and of and in divers Lands, Tenements, Meadows, Feedings and Pastures, with their appurtenances in M. aforesaid, in the said County of York, &c. unto the said T. O. to have and to hold the said recited premisses, in the said Writ mentioned, unto him the said T. O. and his Assigns, as his Free-hold, until the said debt of, &c. with costs, charges and damages, should be of the said Mannor, Lands and Tenements so extended and delivered should be paid, as in and by the said Writ of Liberate remaining of Record in the High Court of Chancery, more at large appeareth. Now this Indenture further witnesseth, that the said T. O. for and in consideration of a competent sum of good and lawful money of England, to him in hand, at and before the enscaling and delivery of these presents, by the said Sir R. L. and L. B. well and truly contented and

and paid, whereof and wherewith he acknowledgeth himself fully satisfied and paid, and thereof, and of every part and parcel thereof, doth clearly quit, exonerate and discharge the said Sir R. L. and L. B. their Heirs, Executors, Administrators, and every of them for ever, by these presents hath given, granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell, Assign and set over unto the said Sir R. L. and L. B. their Executors Administrators and Assigns, all the estate, right title, interest, property, claim and demand whatsoever, which he the said T. O. now hath or had, or may, might or ought to have, of, in or to the said Mannor or Capital Messuage, Lands, Tenements, Hereditaments and premises in M. aforesaid and of, in and to the moyety, &c. and of, in and to every part and parcel thereof, with the appurtenances, by force and virtue of the said extent, Inquisition and Liberate aforesaid, and every or any of them, or in them. or any of them contained, to have and to hold, occupy, possess, receive, take and enjoy the said Mannor of M. the said moyety of, &c. and all and singular other the premises before mentioned, with their appurtenances, together with all rents, issues, profits, commodities and advantages thereof whatsoever, unto the said Sir R. L. and L. B. their Heirs and Assigns, to the only proper use and behoof of them the said Sir R. L. and L. B. their Heirs and Assigns for ever, for and during the term and continuance of the said Extent, until the said sum of, &c. with the costs and damages and charges be cut of the said Mannor, and other the premises extended, as aforesaid, fully satisfied, contented and paid, as is aforesaid. In witness, &c.

A Condition for finding Apparel for an Apprentice by his friends.

THe Condition, That whereas L. R. son of the within-bound E. R. by his Indenture of Apprentiship, bearing date, &c. last past, before the date within written, hath put himself Appretice to the within named H. S. to the Art which he now useth, and with him to serve and dwell after the manner of an Apprentice, from the day of the date of the same Indenture, for and during the term of eight years from thence next ensuing, and fully to be compleat and ended, as by the same Indenture may appear. And whereas it is intended and agreed upon, by and between the said E. R. and H. S. that he the said E. R. his Executors or Administra-

tors

tors, or some of them, shall from time to time, and at all times, during the term of eight years, find and provide to and for the said L. K. good, sufficient and necessary rayment and apparel, as Doublet, Hose, Shooes, Stockings, Shirts, Bands, Cloak, Hat and all things needful and convenient for such an Apprentice. If therefore the said E. R. his Executors, Administrators or Assigns, do and shall yearly, and every year, at or before the Feast of *Easter*, during all the said term of, &c. find and provide to and for the said L. R. such sufficient Rayment and Apparel, as aforesaid, and at all other time and times needful, during all the said term, or otherwise in default thereof, well and truly pay, or cause to be paid unto the said H. S. his Executors,, Administrators and Assigns, at or in, &c. the sum of 3*l.* 6*sh.* 3*d.* of, &c. for and towards the said Apparel, on or before the said Feast day of the Ascension of our Saviour, in every year yearly, during the said term, without fraud or coven, that then this, &c.

A Condition to save harmless from a Bond.

THe Condition of this, &c. That if the within bound L. D. his Executors Administrators or Assigns or any of them, do and shall on this side, or before the, &c. next coming, clearly acquit an discharge the abovenamed E. A. his Executors and Administrators, out of, and from all and every Bond and Bonds, Obligation and Obligations whatsoever, wherein and whereby the said E. A. standeth jointly obliged and bounden with the said L. D. to any person or persons, whatsoever, for payment of any sum or sums of money, that then, &c.

A Condition for Money (given by Will) to be lent gratis.

THe Condition, &c. That whereas A. B. &c. by his last Will and Testament bearing date, &c. did give and bequeath unto the Parson and Church-wardens of the Parish of, &c. the sum of, &c. to be lent unto the young men of the said Parish, upon sufficient Sureties for two years *gratis*, and so from two years to two years, to some other young men of the same Parish, by 10*l.* a man, without paying any consideration for the same, as by the same Will more at large may appear. of which said sum of &c. the within bound W. L. the day of the date within written, hath had and received 10*l.* according to the meaning of the said Will;

if therefore the said W. L. his Executors, Administrators or Assigns, or any of them, do well and truly content and pay, or cause to be paid unto the within named H. I. T. I. and R. I. or any of them, their or any of their Executors, Administrators or Assigns, the said sum of, &c. on the, &c. which shall be in the year of our Lord God 1631. at or in, &c. that then this, &c.

A Condition that one Executor shall not release any of the Testators Debts or Goods, without the consent of the other Executor.

THe Condition, &c. That whereas I. H. of, &c. by his last Will and Testament, bearing date the, &c. published and declared in writing, did make and ordain the within named E. W. and the within bound K. E. his Executors of the same his last Will and Testament, and afterwards died, after whose death the administration of all and singular the goods, chattels credits and debts, which of late were the said I. H. were and are lawfully committed unto the said E. W. and K. E. if therefore the said K. E. hath not at any time or times heretofore, neither he the said K. his Executors nor Administrators, nor any of them, shall at any time or times hereafter remise, release, or otherwise discharge any of the debts, duties, specialties, sum and sums of money, or other thing whatsoever, due and owing to the said I. H. at the day of his death, or yet any of the action or actions, suits, plaints, pleas, processes, judgments or executions whatsoever had, commenced, brought, or at any time or times hereafter, to be sued had, commenced, brought, pursued or executed, by virtue of the said Will, against any person or persons whatsoever, for or by reason of any of the same specialties, sum or sums of money, debts, duties or other things due and payable, as aforesaid, or otherwise discontinue by nonsuit, or *retraxit* in the same action or actions, and suits aforesaid, or any of them, so commenced or brought, or to be sued in form aforesaid, without the especial licence, consent and agreement of the said E. W. his Executors or Administrators, first had and obtained in writing, signed and sealed with his, their, or some of their hands and seals, that then, &c.

A Condition that one shall not become bound for any person, by Writing or Promise, without consent.

THe Condition, &c. That if, &c. A. B. shall not at any time or times hereafter, by his writing Obligatory, signed or sealed with his hand, make or seal, or by any other writing or bale, promise or contract whatsoever, or otherwise solely by himself, or joyntly or severally, with any person or persons, become or stand bound, as Surety, with, to or for any person or persons, in or for payment of any sum or sums of money, to any manner of person for the debt, duty, or any cause whatsoever, of any person or persons whatsoever (above the sum of 40 l. or, &c.) other than for his own only debt, duty or cause, without the special consent, assent and license of the within named C. D. first had and obtained in writing, under his hand and seal, that then, &c.

A Condition to surrender Land, or pay money in lieu thereof.

THe Condition, &c. That if, &c. A. L. and his heirs, or some of them, within the space of, &c. next ensuing the date hereof, upon reasonable request to him or them made, by the within named R. H. his Heirs or Assigns, or any of them, and at his or their costs and charges in the Law, do make and procure, and cause to be made and procured to the use of the said R. H. and his heirs for ever according to the custom of the Manor of, &c. sufficient and lawful surrender and assurance, of and in one Messuage or Tenement customary, sometimes called the, &c. with all Barns, Stables, Orchards, Gardens, and other the appurtenances to the same adjoining and belonging, situate, &c. discharged or saved harmless from all former surrenders, charges and incumbrances, made, done, or committed by him the said A. L. or his heirs, or by any other person or persons, by whom such surrender shall be so made, the fine or fines, for or by reason of such surrender or admission upon the same, and the rents and services from henceforth to be due to the Lord or Lords of the said Manor of whom the premisses are holden, or by parcel (only excepted and foreprized) and if in case the said R. H. or his heirs, within the space of, &c. now next ensuing, shall dislike to accept of such surrender, and shall not make any such request for the same, as is aforesaid, then if in lieu and recompence thereof, the said

said A.I. his Heirs, Executors, Administrators or Assigns, or any of them do at the end of the same year now next ensuing, at the furthest within three months then next following, well and truly pay, or cause to be paid unto the said R. H. his Executors or Assigns, at or in, &c. the sum of, &c. of lawful, &c. without fraud or coven, that then &c.

A Condition, &c. to keep Peace.

THe Condition, &c. that if, &c. B. W. at all times hereafter do well and honestly bear and behave himself as well in word as in deed towards the within named J. R. and all his, as any honest man ought to do, and also if the same B.W. at all times hereafter do keep the, &c. in his own proper person towards the said J. R. and all his; and further, if the said B. W. at no time hereafter, do vex, sue, molest or trouble, or cause to be sued, vexed, molested or troubled, the said J. in his body, goods or otherwise, by any manner of means, for any matter, cause or thing, whatsoever it be, that then, &c.

A Condition to justify all such actions as shall be commenced by virtue of a Letter of Attorney; and not to release, &c.

THe Condition, &c. That if, &c. W. L. his, &c. do at all times hereafter, and from time to time justify, aver, maintain and allow such actions, suits, writs, pleas, plaints, premisses, condemnations, judgments, executions and demands, as the within named E. S. his, &c. shall at any time hereafter commence, exhibit, procure or prosecute by force of a Letter of Attorney, bearing the date within written, made from the said W. L. to the said E. S. against all or any the person or persons, or debtors therein named, their Heirs, Executors or Administrators, for the recovery of the several sums of money, by every of them severally owing, mentioned in the said Letter of Attorney, to the only use therein specified: And to permit and suffer the said E. S. his, &c. to recover and receive all and every the said debts and sums of money, and the costs, damages, profits of suits, and other commodities and advantages, to come or grow any way by the same, to the use of the said E. S. his, &c. for ever, without account, without release, acquittance, discharge, non-suit, countermand, disavowry, retraction, or other avoiding of the same persons, sums of money, debts, suits, or other demands, according upon

the same without the consent of the said E. S. his, &c. first had and obtained for the same, that then, &c.

A Condition to pay money according to a Proviso in a Bill of Sale.

THe Condition, &c. That whereas the within bound R. H. by his Bill of Sale, bearing date the day of the date with- in written, hath bargained, sold and delivered in plain and open market, according to the custom of the City of London, unto the within named T. C. three gilt Bowls, weighing 60 ounces, &c. to have and to hold, with a Proviso contained in the said Bill of Sale, that if the said R. H. his, &c. do pay, &c. unto the said, &c. that then this, &c. as by, &c. And whereas the said T. C. doth esteem and value that the said three gilt Bowls, &c. not to be worth the said sum of, &c. contained in the said Bill of Sale, if therefore the said R. H. his, &c. do pay, &c. unto the said T. C. his, &c. the said sum of, &c. on the day, and at the place mentioned in the said Proviso, and thereby redeem the Premises, out of the hands and possession of the said T. C. his, &c. that then, &c.

A Condition to do ones endeavour for the recovery of the Debt against the Surety.

THe Condition, &c. That whereas the above bound J. H. hath obtained several Judgments against M. W. Esquire, and T. B. Gent. upon one Obligation, wherein the said T. B. and M. W. stand bound unto the said J. H. in the sum of 215 l. with condition for payment of 107 l. 10 sh. as by the Records remaining in the Court of Common Pleas at Westminster may appear; If therefore the said J. H. his Executors, Administrators and Assigns, do and shall from time to time, and at every time and times hereafter, do and use his and their best means and endeavours, with effect, by writ or writs of execution, or by other writs or means, lawfully to recover and receive of the said M. W. his Heirs, Executors or Administrators, or of his or their Lands, Tenements, Goods, Chattels or Hereditaments the said sum of 215 l. and costs of suit heretofore obtained by Judgment, as aforesaid, without releasing the said sum of money as aforesaid, or any part thereof, except it be by agreement and consent of the said J. H. his Executors, Administrators and Assigns, or also do, and shall well and truly pay, or cause to be paid unto the said

said H. B. his Executors, Administrators or Assigns, the said sum of, &c. and costs of suits, or so much thereof as shall be received by the said J. H. his Executors, Administrators or Assigns of the said M. W. his Heirs, Executors or Administrators, or his or their goods, chattels, Lands or Tenements, upon or by reason of the said Judgment and that within two months next after he or they shall have received the same without fraud or coven, that then &c.

A Condition for quiet enjoyment of a Messuage sold.

THE Condition, &c. That if the within named J. M. his Heirs and Assigns, and every of them shall and may for evermore from henceforth peaceably and quietly have, hold, occupy, possess and enjoy, all that Messuage, Tenement and Lands, situate, lying and being in, &c. and every part and parcel thereof mentioned to be bargained and sold, by the within bound R. W. to the said J. M. in and by a certain Indenture of bargain and sale, bearing date the day of the date within written, made between the within bound R. W. and J. M. his wife on the one part, and the above-named J. M. on the other part, clearly discharged, or otherwise sufficiently saved harmless, of and from all and all manner of estates, titles, charges and incumbrances whatsoever, at any time heretofore had, made, committed, permitted, suffered or done by the said W. or by his means or procurement, that then, &c.

A Condition to pay a yearly sum of money for a Wife's Furniture during her life.

THE Condition, &c. That if the above bound T. P. his Heirs, Executors, Administrators or Assigns, or any of them, do well and truly pay, or cause to be paid unto K. the now wife of the said T. P. for and in the name of her Joynture, yearly and every year for and during the term of the natural life of the said K. if she shall survive and overlive the said T. P. her husband, the yearly sum of, &c. at four most usual Feasts in the year, that is, to say, &c. by even and equal portions, the first payment thereof to begin and to be made at the Feast of the said Feasts which shall first and next happen after the death of the said T. P. if she the said K. shall be then living, and also if when any of them, the Survivor of the said T. P. shall happen to dye or depart his natural life, the said K. living, the Survivor of them, within one month

next after his death, shall procure one sufficient Surety to become bound with the then surviving Obligor in the like sum, and under the same condition, and so from time to time during the life of the said K. upon the sealing and delivery of every which new bond, the former Bond to be delivered to the Survivor to be cancelled, that then, &c.

A Condition to endeavour to discharge an Obligation by a day.

THe Condition, &c. That if, &c. do and shall use his best endeavour for and in discharge of one Obligation, bearing date the, &c. wherein the within named D. W. and B. B. of &c. are and stand bound unto the said M. B. deceased, in the sum of 100 l. for payment of 52 l. at a day already past, and do therefore acquit and discharge the said D. W. and B. B. and either of them, their and either of their Executors, Administrators and Assigns, of and from all actions, suits, troubles, costs and charges whatsoever, of for, and concerning the said Obligation, or sums of money therein contained, that then this, &c.

A Condition, reciting an absolute bargain and sale is made to one for the indemnity of a Bond if the money be paid upon the Bond, the Grantee is bound to re-assure.

THe Condition, &c. That whereas the within named J. T. by his Deed indented, bearing date the day of the date within written, for the indemnity, discharge and saving harmless of the within bound Sir M. W. his Heirs, Executors and Administrators, of for, from and concerning one Obligation bearing date the, &c. within written, wherein the said Sir M. W. for the only debt of the said J. T. together with the said J. T. is and standeth bound unto E. P. Esquire, in the sum of, &c. with condition for payment of, &c. on the, &c. next coming, hath granted, bargained, sold and confirmed unto the said Sir M. W. his Heirs and Assigns for ever, all that Close, &c. with the appurtenances, called or known by the name of, &c. situate, lying and being in, &c. to by the same Deed enrolled in the high Court of Chancery amongst divers other things therein contained, may more at large appear, if therefore the said Sir M. W. his Heirs or Assigns, in whom the estate of the before-mentioned premises is or shall be vested or settled, do and shall upon reasonable request to him or them to be made in this behalf by the said J. T. his heirs,

Heirs or Assigns, (after that the said J. T. his Heirs, Executors, Administrators or Assigns, shall have paid the said 104 l. and acquitted and discharged the said Sir M. W. his Heirs, Executors, Administrators and Assigns, of and from the said Obligation, and the sum and sums of money therein contained) at the costs and charges in the Law of the said J. T. his Heirs or Assigns, re-convey and re-assure unto the said J. T. his Heirs and Assigns for ever, the said Close called, &c. with the Appurtenances, with warranty therein to be contained against the said Sir M. W. his Heirs and Assigns only, so as he or they be not compelled to travel for the making of the said assurance, further than the place of his or their abode and residence at the time of such request made, that then, &c.

A Condition, (reciting a surrender of Land upon condition) that if the money be not paid according to the condition, the Obligor may enjoy the Lands, &c.

The Condition, &c. That whereas the within bound T. J. hath the day of the date within written, surrendered unto the hands of the Lord of the Manor of H. in the County of, &c. out of Court, by the hands of A. B. and C. D. two of the customary Tenants of the said Manor, according to the custom of the said Manor, one Messuage or Tenement, &c. with all and singular their and every of their appurtenances, now or late in the tenure or occupation of the said T. J. his Assign or Assigns, to the only use and behoof of the within named F. A. and of his Heirs and Assigns for ever, according to the custom of the said Manor; nevertheless upon condition of non-payment of, &c. at or in, &c. as by the same surrender more at large appeareth, if therefore the said F. A. his Heirs and Assigns, and every of them, shall at any time from time to time, and at all times for ever, from and after default made in payment of the said sum of, &c. at the day and place appointed for payment thereof, as aforesaid, lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the same Messuage or Tenement, Lands and all and singular other the premises, in and by the said surrender mentioned and expressed, clearly and absolutely acquitted and discharged, or otherwise by the said T. J. and his Heirs, lawfully saved and kept harmless, of and from the forfeiture, Over and Thirds of R. now wife of the said T. J. to be claimed or challenged, of or in the said premises, or any part thereof, and of and from all and all manner of former and other bargains, contracts, surrenders, and other charges, titles, troubles and incum-

brances whatsoever, by the said T. J. his Heirs and Assigns, in any wife heretofore had, made, committed, suffered or done, or to be had, made, committed, suffered or done, the rents and services to the chief Lord or Lords of the Fee thereof, and from thenceforth growing due therefore, only excepted and fore-prized, that then &c.

A Condition, that whereas one hath an Annuity issuing out of the Manor of, &c. which said Annuity he hath released, &c. for payment of, &c.

THE Condition, &c. That whereas the within bound J. B. hath and holdeth for the term of his natural life, of the grant of the within named R. L. one annuity or yearly rent of, &c. by the year, issuing and going out of the Manor of &c. and out of certain other lands, Tenements and Hereditaments in the County of, &c. as by the same grant thereof made, more at large it doth and may appear; which said annuity or yearly rent of, &c. the said J. B. by his Deed indented, bearing date the day of the date of these presents, hath bargained, sold and released unto the said R. L. upon and under a certain condition in the same Deed indented, expressed, as by the same also it doth and may appear; if therefore the said J. B. hath not at any time before the sealing and delivery of the said Deed indented, bargained, sold, given, granted, assigned or set over, or by any other means incumbered the said annuity, or yearly Rent of 100 l. or any parcel thereof, that then, &c.

A Condition, whereas the Oblige hath owing by one a sum of money, which is to be paid to a Creditor of the Obliger, who is bound to repay within ten days after notice of the receipt.

THE Condition, &c. That whereas the within named J. F. hath remaining in the hands and custody of G. &c. the sum of, which sum of, &c. the said J. F. is contented at the request and desire of the within bound J. &c. shall be paid and delivered by the said G. &c. unto one L. &c. If therefore the said, &c. his Executors, Administrators or Assigns, do well and truly pay, or cause to be paid unto the said J. F. or his Executors, Administrators or Assigns, or in, &c. the said sum of, &c. within ten days next after the said J. F. his Executors, Administrators or Assigns, shall give sufficient notice or testimony unto the said, &c. his Executors, Administrators

tors or Assigns from the said J. testifying, that he the said L. hath received the said sum of, &c. of the said, &c. as aforesaid, without fraud or coven, that then, &c.

A Condition where a Bond is assigned, and that if the Obligees in the assigned Bond do not pay, then the Obliges in this is bound to pay, &c.

THE Condition, &c. That whereas the within bound A. B. hath by his Deed in writing, bearing date, &c. assigned over unto the within named C. D. one Obligation bearing date the, &c. wherein E. F. and G. H. stand bound unto the said A. B. in the sum of, &c. with condition of payment of, &c. on the, &c. at, &c. as by the same Deed of assignment and Obligation may appear, if in case the said E. F. and G. H. their Executors, Administrators or Assigns, do not pay unto the said C. D. his Executors or Assigns, the said sum of, &c. on or before the, &c. with such considerations as shall be therefore due; if then the said A. B. his Executors, Administrators or Assigns, do well and truly pay, or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, on the, &c. at or in, &c. the said sum of, &c. with consideration for the same, after the rate of 8 l. per Cent. to be accounted from the day of the date within written, until such time as the same shall be fully paid, that then, &c.

A Condition upon an Attachment.

THE Condition, &c. That whereas the above named Sir R. L. Knight, is to pay unto Sir M. R. of, &c. the sum of 100 l. of, &c. upon Bond, bearing date on or about the, &c. last past, before the day of the date above written; and whereat the day of the date above written, the above bound W. L. hath attached the said sum of, &c. in the hands of the said Sir R. L. If therefore the said W. L. his Executors, Administrators and Assigns, and every of them, do and shall at all times hereafter, and from time to time, well and sufficiently save, defend, keep harmless and indemnifie the said Sir R. L. his Heirs, Executors, Administrators and Assigns, and every of them, as well against the said Sir M. R. his Executors, Administrators and Assigns, as against all and every other person and persons, for or concerning the said obligation, or any sum or sums of money therein contained, and of and from all and all manner of actions, arrests, suits, costs, losses, charges,

chattels, forfeitures, payments, and detriments whatsoever, which shall or may be commenced, or happen against the said Sir R. L. his goods or chattels, for or by reason of the non-payment of the said sum of, &c. unto the said Sir M. R. his Executors, Administrators or Assigns, on the said, &c. in regard the same is attached by the said W. S. as aforesaid, that then, &c.

A Condition to pay rent quarterly for certain Rooms, &c.

THe Condition &c. That if J. A. of, &c. the within bound J. P. and T. A. or any of them, their or any of their Executors, Administrators or Assigns, do well and truly pay, or cause to be paid unto the within named G. P. his Executors, Administrators or Assigns, the yearly sum of, &c. for those Rooms, parcel of the capital Messuage, situate, &c. wherein the said J. A. now inhabiteth, for and during the full term of, &c. to be accompted from the, &c. last past, before the date within written, at the four most usual Feasts or Terms in the year, that is to say, at the Feast of, &c. or within ten days next ensuing every of the said Feasts, by even and equal portions, at or in, &c. the first payment to begin and to be made at the Feast day of, &c. next ensuing the date within written, or within ten days next ensuing the same Feast, that then, &c.

A Condition to surrender Land to certain uses.

THe Condition, &c. That if the above bound M. W. S. W. and J. W. and every of them and their Heirs, do and shall at the next Court to be holden for the Manor of W. in the County of, &c. which shall be after request made by the above-named A. L. her Heirs or Assigns, the said request being made eight days before any such Court to be holden, surrender into the hands of the Lord of the said Manor, to the only use and behoof of the said A. L. her Heirs and Assigns for ever, according to the custom of the said Manor, all that little Close of Land with the appurtenances, lying and being in the place called G. in the County of E. being Copyhold Land of the said Manor, the same premises being at the time of the said surrender to be made freely and clearly acquitted and discharged, of and from all former surrenders, grants and incumbrances whatsoever, that then, &c.

A Condition, that the Sheriff executing a Writ, may detain out of the Goods and Lands extended, so much money, &c.

THe Condition, &c. That whereas the within bound R. W. the day of the date hereof, hath delivered to the hands of the within named G. M. and W. M. the Writ of Execution, for levying and extending the goods, chattels, and moiety of the Lands, Tenements and Hereditaments of one Sir W. M. of, &c. to and for the use of the said R. W. whereby the same R. may be satisfied of the sum of 200 l. mentioned in the said Writ, if in case the said G. M. and W. M. or either of them, do lawfully execute, or cause to be lawfully executed the said Writ, according to the nature, meaning and purport thereof, by the impannelling of twelve lawful and indifferent men to be sworn of the contents of the said Writ, if then the said R. W. his Executors and Administrators, do quietly permit and suffer the said Sheriff or Under-Sheriff to have, take, receive and detain, to his and their own proper use and behoof, out of such moneys, goods or chattels, as shall be had, levied or received by virtue of the said Writ, or the execution thereof, as much in lawful money of England, or other benefit as they or the said Sheriff, or Under-Sheriff, or one of them shall think reasonable or sufficient for their satisfaction, of and for such travel, pains or charges as they shall be at in and about the execution of the said Writ and Extent thereupon to be had or made, otherwise within, &c. next after the said Writ shall be executed, and return thereof made accordingly, do pay, or cause to be paid unto the said Sheriff, or Under-Sheriff, or their Deputy or Deputies, so much lawful money of England, as they shall for the causes aforesaid reasonably demand, that then &c.

A Condition to save harmless from a Bond of Arbitrement.

THe Condition, &c. That if the above-bound A. D. his Executors and Administrators, or any of them, do and shall from time to time, and at all times hereafter, well and sufficiently save and keep harmless and indemnified the above-named G. M. his Heirs, Executors and Administrators, and his and their lands, tenements, goods, chattels, and hereditaments of, for, from and concerning one Obligation, bearing date the day of the date above written, wherein the said

G.M.

G. M. at request of the said A. D. is and standeth bound unto R. M. Gent. in the sum of 100 l. with condition there under written, that the said A. D. abide the award of W. N. and T. B. Esquires, Arbitrators, and of abd from all actions, suits, arrests, costs, charges and demands whatsoever, concerning the Premises, without fraud or coven, that then, &c.

A Condition where Purchase money is to be paid at two payments, if default be made in the first, the whole with allowance to be paid at the second.

THe Condition, &c. That whereas in and by one pair of Indentures, bearing date the day of the date within written, made between the within named A. L. of the one party, and the within bound J. L. of the other party, the said J. L. is to pay to the said A. L. the sum of 200 l. of, &c. on the, &c. at or in, &c. being the first payment of the sum of, &c. which the said J. L. is to pay to the said A. L. for the Purchase of the Keepership, Herbage and Pannage of B. Park of, &c. in the County of, &c. as by the said Indenture may more at large appear: and if it shall happen the said J. L. his Executors, Administrators and Assigns, to make default in payment of the said sum of 200 l. unto the said A. L. his Executors, Administrators or Assigns, on the said, &c. next coming, contrary to the tenor of the same Indenture, then if the said J. L. his Executors, Administrators or Assigns, do well and truly pay, or cause to be paid to the said A. L. his Executors, Administrators or Assigns, the full sum of, &c. on the, &c. at or in, &c. without fraud or coven, that then, &c.

A Condition where money is lent upon a Bond, and a Letter of Attorney to receive the money due upon the Bond, the Obligor in this Bond it to pay, &c.

THe Condition, &c. That whereas A B. of, &c. and C. D. of, &c. by their Obligation bearing date the, &c. in the, &c. are and stand joynly and severally bound unto E. F. &c. in the sum of, &c. for payment of, &c. on the, &c. at, &c. as by the said Obligation and Condition thereupon made, more at large appeareth. And whereas J. F. by his Letter of Attorney bearing date the, &c. in the, &c. did make, ordain and constitute the within bound P. V. his lawful Attorney, irrevocable to ask, levy, recover and receive to his own proper use and behoof of the said A. B. and C. D. or either

either of them, the said sum of, &c. on the, &c. according to the tenor of the said Obligation, as by the said Letter of Attorney more at large likewise appeareth: upon which said Obligation and Letter of Attorney, the within named H.B. hath lent unto the said P. V. the full sum of, &c. and hath assigned the said Condition over unto the said H. B. with the said Letter of Attorney so made unto the said P. V. by the said E. F. as aforesaid; if in case therefore the said sum of, &c. be not well and truly paid to the said H. B. his Executors or Assigns, at or upon the said, &c. next ensuing the date hereof, by the said A. B. and C. D. or one of them, according to the true intent and meaning of the said recited Obligation and Condition hereof, to the proper use and behoof of the said H. B. then if the said P. V. and the within bound M. C. or either of them, or the Heirs, Executors, or Assigns of them, or either of them, do and shall well and truly repay, or cause to be repaid unto the said H. B. his Executors or Assigns, the sum of, &c. on the, &c. at or in, &c. in lieu of the said, &c. so to be paid as aforesaid by the said A. B. and C. D. that then, &c.

A Condition that the Obligor shall pay, &c. within three months next after default of payment made by another.

THe Condition, &c. That whereas Sir F. C. of, &c. Knight, by his Obligation, bearing date the day of the date above-written, is and standeth bound unto the above-named R. N. in the sum of, &c. for the true payment of, &c. on the, &c. next ensuing the date above-written, at or in, &c. as by the same Obligation may appear; and forasmuch as the said R. N. hath credited the said F. C. for the said sum of, &c. at the request of the above named A. M. and upon his the said A. M.'s promise, and undertaking to pay to the said R. N. his Executors, Administrators or Assigns, the said sum of, &c. within three months next after the day of, &c. with consideration for the forbearance thereof, after the rate of 3 l. per Cent. (in case the said Sir F. C. his Executors, Administrator or Assigns, do not pay the said, &c. on the said, &c. next coming) if therefore the said F. C. his Executors, Administrators or Assigns, do not well and truly pay, or cause to be paid unto the said R. N. his Executors, Administrators or Assigns, the said sum of, &c. on the said, &c. next following, and at the place of payment aforesaid, then if the said A. M. his Executors, Administrators or Assigns, do not well and truly pay, or cause

cause to be paid unto the said R. N. his Executors, Administrators or Assigns, the said sum of, &c. on the said, &c. next ensuing, and at the place and payment aforesaid; he the said R. N. his Executors, Administrators or Assigns, upon the payment or receipt thereof, delivering up unto the said A. M. his Executors, Administrators or Assigns, the said Obligation, wherein the said F. B. standeth bound unto him, as aforesaid, that then, &c.

A Condition, that if the Oblige do not receive the sum of, &c. of the, &c. according to a Letter of Attorney, then the Obligor to pay the said sum in the, &c. next after.

THe Condition, &c. That whereas the above bound T. P. hath by Deed or Letter of Attorney, bearing date the day of the date above written, authorized and appointed the above named G. M. to ask and receive, of and from the Commissioners appointed for the payment of money to Soldiers the full sum of 17 l. of, &c. as by the same Letter of Attorney may at large appear; if therefore the said G. M. his Executors, Administrators or Assigns, shall not receive the said sum of 17 l. from the said Commissioners, on or before the, &c. next ensuing the date within written, then if the said T. P. his Executors, Administrators or Assigns, do well and truly pay, or cause to be paid unto the said G. M. his Executors, Administrators or Assigns, the said sum of 17 l. &c. on the, &c. next ensuing the date above-written, at, &c. without fraud or coven, that then, &c.

A Condition where a Letter of Attorney is recited, he to whom it is made is bound not prosecute any suit against the persons in the Letter of Attorney mentioned, on or before, &c.

THe Condition, &c. That whereas the above-named H. H. by his Deed or Letter of Attorney, bearing date the day of the date above-written, hath authorized the above bound T. K. to be his true and lawful Attorney, to obtain, receive and take, of and from the said Sir J. W. Knight, and T. M. Esquire, their Heirs, Executors, Administrators or Assigns, all that sum of 200 l. due by obligation, and a Judgment of 260 l. thereupon recovered in the Court of the Upper Bench at Westminster, in which Obligation the said T. M. T. S. and the said J. S. stand bound to T. H. widow, lately deceased, in the sum of 200 l. as by the same

same Deed or Letter of Attorney, amongst divers clauses and things therein contained, may more at large appear, if therefore the said T. K. his Executors, Administrators or Assigns, or any of them, do not or shall not, from henceforth at any time or times hereafter, before the twelfth day of *December* next ensuing the date above written, prosecute or sue forth, or cause to be prosecuted or sued forth any Writ or Writs, or other Process or proceedings whatsoever, against the said T. M. his Executors, Administrators or Assigns, for, concerning, or by reason of the said recited Obligation or Judgment, or either of them, nor do or assent unto any other act or acts, device or devices whatsoever, whereby or by reason whereof the said T. M. his Heirs, Executors, Administrators or Assigns, or his or their Lands, Tenements, Goods, or Chattels, may in any wise be prejudiced, troubled or vexed, except it be by and with the assent, consent and agreement of the said H. H. his Executors, Administrators or Assigns, in that behalf first had and obtained in writing under his hand and seal, that then, &c.

A Condition for payment of money within ten days next after delivery of assurance of Land.

THE Condition, &c. That if the within bound K. T. his Heirs, Executors, Administrators or Assigns, or any of them, do pay or cause to be paid, unto the within named H. E. the full sum of 100 l. within ten days next after that he the said H. E. or his heirs, shall make and deliver, or cause to be made and delivered unto the said J. T. or his heirs, a good, perfect and lawful assurance in the Law, in Fee-simple, of and in certain Lands, Tenements and Hereditaments lying and being in D. or elsewhere in the County of S. amounting in the whole to the yearly value of 40 l. according to the tenor and plain meaning of certain Articles indented, bearing date the day of the date of these presents, made between the said H. E. of the one party, and the said J. T. of the other party, that then, &c.

A Condition to procure one to seal the Counterparts of an Indenture.

THE Condition, &c. That if J. J. Son of the above bound R. I. do and shall, when he shall accomplish the full age of Twenty one years, upon request to him made, sign and deliver

deliver, as his act and deed, unto the use of the within named G. C. and H. C. the Counterpart of one Indenture bearing date, &c. made between, &c. and the said Counterpart being so sealed and signed, as aforesaid, shall deliver, or cause to be delivered unto the said G. C. his, &c. safe, whole, uncanceled and undefaced, that then, &c.

A Condition to permit the Obligees to receive Rents and Tithes in his own use.

THe Condition &c. That if the within named N. B. his, &c. Executors, Administrators or Assigns, shall and may at all times hereafter, and from time to time, ask, collect, gather, perceive, receive, take, keep and enjoy to his and their own only use and behoof, all and all manner of rents, issues, tythes, fruits, obligations, obventions, offerings, profits, commodities and advantages whatsoever they be, and of what quality, nature, kind or condition the same be, now belonging or appertaining, and now being due, or which hereafter shall belong, appertain, grow or become due to W. A. Clerk, as Parson of the Parish-Church of, &c. out of or belonging to the Parsonage of, &c. or any parcel thereof, of all and every person or persons whatsoever, for and during so long time as the said W. A. shall be, or of right ought to be Parson of the Parsonage aforesaid, and also all and singular arrearsages of the premises, without let, interruption or disturbance of the within holden R. his Executors, Administrators or Assigns, or of any other person or persons claiming by, of or from the said R. or by his assent, means or procurement; and also, if neither the said R. at any time heretofore hath released, nor that he, his Executors nor Administrators, at any time hereafter shall release, acquit or discharge the said W. A. his Executors or Administrators, of or concerning any Bond, Covenant, Authority, Contract or Agreement, heretofore had or made by the said W. A. to the said N. and R. touching or concerning the Premises, or any of them, nor do any act or acts, whereby or by reason whereof, the same obligations, bonds, writings, covenants, authority, contract or agreement, or any of them, shall in any wise be made frustrate or void; and also if the said R. do permit and suffer the said N. to have, take and enjoy to his and their own use, the whole profit, benefit, advantage and commodity, which shall or may arise or grow, for, upon or by reason of the said Obligations,

utions, Bonds, Writings, Covenants, Authority, Contract or Agreement, or any of them, that then &c.

Condition to assure the moiety of such Lands as shall be recovered at Law.

THe Condition, &c. That whereas the within bound T. H. pretended title to certain Lands, Tenements and Hereditaments, situate, lying and being in H. S. M. B. and A. or in any of them; in the County of G. which late were of the inheritance of J. H. deceased, and from him the said T. H. by J. B. and others unjustly withholden, for a recovery whereof the within named H. C. hath promised to do as much as in him shall lawfully lye and be, and to be and remain, for and on the behalf of the said T. H. &c. if therefore the said T. H. and his heirs, do within, &c. next after the obtaining and recovery of the said Lands, Tenements and Hereditaments, or any parcel thereof; and he the said T. or his Assigns, shall or may be in quiet possession thereof; and upon the requests, and at the cost and charges in the Law of the said H. C. his Heirs, or Assigns, make or cause to be made to the said H. C. his Heirs or Assigns, to the only use and behoof of the same H. C. his Heirs and Assigns, good, lawful and sufficient conveyance and assurance in the Law in Fee simple; of and in the moiety and one half of the said Lands, or of so much thereof, as from time to time shall happen to be obtained or recovered, and of and in the arrearages of the same moiety, and one half of the premises, in such manner and form, as by the Council learned in the Law, of the said H. C. his Heirs or Assigns, shall be reasonably advised or devised, clearly discharged of all and all manner of bargains, sales, charges and incumbrances whatsoever had made, committed or done, to be had, made, committed or done by the said T. or by any other, by his assent, means, interest, title or procurement, that then, &c.

A Condition to save one harmless from all debts that may be duly demanded as Executor of, &c. and also that one shall seal a Release, when she comes to the Age of, &c.

THe Condition, &c. That if the above bound F. T. and W. T. their Executors, Administrators or Assigns,

or any of them, do and shall at any time hereafter, and from time to time, clearly acquit, exonerate and discharge, or otherwise well and truly sufficiently save and keep harmless and indemnified the above-named J. B. his Heirs, Executors and Administrators, and his and their goods, chattels, Lands, Tenements and Hereditaments, and every of them, of and from all debts, duties, bills, bonds, specialties and demands whatsoever, which at any time and times hereafter, shall and may be duly and lawfully demanded or recovered, of or from the said J. B. his Heirs, Executors and Administrators, by any person or persons whatsoever, for or by reason of any reckoning, duty, specialty, debt or demand whatsoever, due, owing or payable by the above-named R. T. deceased, to any person or persons whatsoever, and also of and from all costs, charges, suits, arrears, judgments, executions and demands whatsoever, which shall or may happen, come, grow, to be unto or against the said J. B. his Executors, Administrators, or any of them, for, upon or by reason thereof; and also if A. T. daughter of the said E. T. and such persons as she shall intermarry withal, within one month next after she the said A. shall be lawfully married, or shall accomplish her full Age of Twenty one years, which shall first or next happen, do and shall make, seal and deliver, as his, her or their act and deed, a good, sufficient, and lawful acquittance, discharge and release, under his, her or their hands and seals, unto the said J. B. his Executors and Administrators, of, for, or concerning all sum and sums of money, gifts, Legacies, bequests and demands whatsoever, given and bequeathed unto the said A. in and by the last Will and Testament of the said R. T. the same release to be made in such manner and form, as by the said J. B. his Executors or Administrators, or his or their Council shall be reasonably devised or required, that then, &c.

A Condition for payment of all such moneys as one lately deceased did owe to any person or persons whatsoever.

THe Condition, &c. That if the above bound B. R. his Executors, Administrators or Assigns, do and shall from time to time, and at all times hereafter well and truly pay, or cause to be paid unto all and every person and persons whatsoever, and every such debts, duties, reckonings, sum and sums of money, and demands whatsoever,

as shall be justly and truly due, and owing unto them, or any of them, by R. P. Esquire deceased, so as the said debts due by the said R. P. and to be paid by the said B. R. do not extend to more than the sum of 742 l. of, &c. which the said S. B. and E. P. have the day of the date hereof, paid and delivered to the said B. R. according to an Order of the eighth day of this Instant *July*, made in the High Court of Chancery; and do and shall also from time to time, and at all times hereafter well and sufficiently save and keep harmless and indemnified the said B. B. and F. B. and either of them, their and either of their Heirs, Executors and Administrators, and his, their and every of their goods, chattels, Lands, Tenements, and Hereditaments, and every of them, against all and every person and persons whatsoever, of, for, touching and concerning all, every or any the debts, duties, and demands whatsoever, due or payable by the said P. to any person or persons aforesaid, without fraud or covenant, that, &c.

A Condition from a Goaler to an Under-Sheriff for saving harmless.

THE Condition, &c. That if the above bound A. B. Deputy-Goaler, to T. T. servant to, &c. do from time to time receive and take into his ward and custody, within the Goal at the Castle of *Lancaster*, in the County of *Lancaster* aforesaid, all such person and persons, prisoner and prisoners, which shall fortune to be committed or sent to the same Goal, or committed to the ward and custody of the said Goaler, by the said Sheriff or his Deputy, or by any Justice or Justices of Peace, or by any other having lawful authority to commit persons or prisoners to the said Gaol, and the same persons or prisoners so committed, as aforesaid, do well and truly, duly and sufficiently by his own proper person, or by his sufficient Deputy or Deputies, so keep, that the said Sheriff, his Heirs and Executors, all the Lands, Tenements, goods and chattels of the said Sheriff, be saved harmless from all losses, penalties, amerciaments and damages whatsoever, as well against the Commonwealth of *England*, as also against all other person and persons, of, for and concerning the custody and keeping of the said Goal and prisoners, within the said Castle of *Lancaster*, or elsewhere in the said County of, &c. and likewise do discharge, save and keep harmless the said Sheriff, his Heirs and Executors, and all

those his Lands, Tenements, Goods and Chattels, from time to time, and at all times hereafter, of and from all and every escape and escapes, as well of convict persons, Reprieves and Felons, and of all other persons now committed, for any contempts, condemnations, trespasses or misdemeanors, which may happen, or chance hereafter to be committed to the said Gaol, for any the causes aforesaid, during the time the said A. B. shall be Deputy or Goaler to the said T. T. and the said T. T. continue Sheriff, and likewise that if the said A. B. or any other by his consent, privity or appointment in any wise, set to bail or mainprize any prisoner or prisoners, and committed, as aforesaid, not bailable by the Laws of the Realm, without the special commandment or appointment of the said Sheriff, and if the said A. B. or his sufficient Deputy, be ready to give his attendance upon the said Sheriff, and his Deputy, at all times necessary and convenient, and all and every lawful thing and things, that he shall be required to do by the said Sheriff, or his Deputy, touching or concerning the, &c. affairs and business wherewith the said Sheriff is or shall be charged or employed in or about the keeping of the said Gaol or Prison, that then, &c.

A Condition for the peaceable and quiet receiving of Rent reserved in a Demise.

THe Condition, &c. That whereas the within named T. B. and K. B. by their Deed indented, dated the, &c. have demised, granted, set and to farm let unto, &c. one Messuage or Tenement, &c. with all, &c. in the County of, &c. for the term of, &c. from thence next ensuing, and fully to be compleat and ended, for the yearly rent and sum of, &c. of lawful money of England, payable as by the same Deed indented, amongst divers other Covenants, Grants, Articles and Agreements therein contained, more plainly appears; if therefore the within named B. K. his Executors, Administrators and Assigns, shall and may peaceably and quietly have, receive, perceive, take, hold and enjoy the said yearly rent or sum of, &c. and other the premises before in these presents recited, to his and their only use and behoof, during the natural life of the said K. without any lawful let, suit, trouble, denial, eviction or disturbance of the said K. or of any other person or persons, by her means, assent, consent, right or procurement, that then, &c.

A Release of Recognizance assigned to me.

To all Christian people, &c. P. V. of London Merchant, stranger, sendeth greeting in our Lord God everlasting. That whereas the Right Honourable W. Earl of Derby, Lord Stanley, Lord of Man and the Isles, T. Ireland of Grays-Inn in the County of Middlesex Esq; H. C. of Ruzmsley in the County of Lancaster Gent. and H. Adys of Button in the County of Dorset Gent. by their writing of Recognizance or Statute-staple, bearing date the sixth day of July, &c. taken and acknowledged before Sir J. P. Knight, Lord Chief Justice of England, stand bound to Peter H. Citizen and Alderman of London in 3200 l. of, &c. payable, as in and by the same writing of Recognizance or Statute more at large doth appear; and whereas the said Peter H. by his sufficient Deed or Assignment in writing, bearing date the 20th day of, &c. in the, &c. did for divers and certain considerations him thereunto especially moving, grant, assign, and set over unto me the said P. Vanloor, as well the said Recognizance or Statute, and the said debt of 3200 l. and all his said right, title and interest, which he the said Peter Houghton then had, or ought to have had in and to the same, to have and to hold the said Recognizance or Statute, and the said debt of 3200 l. aforesaid, and all his said right, title and interest in and to the same, unto the said P. V. my Executors and Assigns, as our own proper goods and chattels for ever, as by the said assignment amongst other covenants and clauses therein contained, more fully and at large it doth and may appear. Now know ye, That I the said P. V. for divers good causes and considerations me hereunto specially moving, have remised, released and quit-claimed, and by these presents for me, my Executors, Administrators and Assigns, and every of us, do remise, release, and for ever quit claim unto the said Henry Adys, his Heirs, Executors, Administrators and Assigns, and every of them, the Recognizance or Statute aforesaid, and the penalty and forfeiture thereof, and also all and all manner of actions, arrests, extents, judgments, executions, condemnations, Liberates, seizures, debts and demands whatsoever, which I the said P. V. or the said P. H. or either of us now have, shall, may, might, or ought to have against the said H. Adys his Heirs, Executors, Administrators and Assigns, or any of them, or his, their or any of their Lands, Tenements, Goods or Chattels, for or by reason of the said Recognizance or Statute.

or of the Penalty or forfeiture thereof in any wise; so that neither I the said P. V. nor the said P. H. our Executors, Administrators or Assigns, or any of us, any action, arrest, extent, judgment, execution, condemnation, Liberate, seizure debt or demand, upon the said Recognizance or Statute, shall or may from henceforth commence, prosecute or pursue against the said H. Adys, his Heirs, Executors, Administrators, or any of their Lands, Tenements, Goods or Chattels, but shall be thereof utterly debarred and excluded for ever by these presents. In witness &c.

A Letter of Attorney to take possession, and to deliver a Lease upon the ground.

BE it known unto all men by these presents, That I W. D. of, &c. have made, ordained, constituted and authorized, and in my place and stead by these presents, have put my well-beloved Friend J. D. of, &c. my true, sufficient and lawful Attorney, for me and in my name, and to the use and behoof of me the said W. D. my Heirs and Assigns, to enter into all the Manor of, &c. with all and singular the appurtenances, situate and being in K. in the County of S. and now or late in the tenure or occupation of J. A. or of his Assigns, and peaceable and quiet possession and seisin thereof, for me and in my name to take, and as my deed deliver unto one E. B. upon the Premises, or some part thereof, one Indenture bearing date with these presents, made by me the said W. D. to the said E. B. mentioning a demise of the premises for term of, &c. from the Feast of, &c. last past, then next ensuing, and fully to be compleat and ended, under the yearly rent of, &c. unto which said Indenture I have subscribed my name with my own hand, and sealed with my seal, and delivered the same as my Escrow unto the said J. D. to be delivered as my Deed upon the premises, or some part thereof, after any entry made by him the said J. D. into the premises, or some part thereof, in the name of the whole, and all and every other thing requisite and necessary to be done, in or concerning the Premises, for me and in my name, to do as fully and effectually, and in as large and ample manner and form, to all intents and purposes, as I my self might or ought to do, if I were then and there personally present. And I shall and will ratifie, allow and confirm all, and whatsoever my said Attorney shall do or cause

cause to be done in or about the premisses by these presents.
In witness, &c.

A Letter of Attorney to take possession of the Lands, and the same Lands to demise, survey or sell, and to receive, &c.

To all, &c. R.E. of, &c. G.M. of, &c. and H. L. of, &c.

I send greeting: Know ye, That we the said R. E. G. M. and H. L. for divers good causes and considerations in that behalf moving, have made, ordained, constituted, and in our stead and place by these presents, have put and authorized our servants R. N. and H. B. Gent. and either of them, our true, sufficient and lawful Attorneys, for us, and in our names, and to the use and behoof of us the said R. E. &c. to enter into all those the Manors of, &c. with their rights, members and appurtenances in the County of, &c. and into the Ad-vowsons, or belonging to the same, or any of them, and into every part and parcel thereof, and the said Manors, and every or any of them, for us and in our names, to survey, and we do by these presents give full power and authority to the said R. N. and H. B. and either of them, to be our Steward or Stewards of the said Manors, and every of them, and to keep such Court and Courts of Survey, and other Court Leets, and Law-days of and upon the same Manors, or any of them, as to our said Attorney, or either of them, or such other as they or either of them shall appoint, shall be thought fitting, and the same Manors, and every or any of them, for us, and in our names, to bargain, sell, lease or grant to such person and persons, and for such estate for life, inheritance or otherwise, and for such sum and sums of money, as our said Attorneys, and either of them, shall be thought fit and requisite, to the uttermost and best commodity and profit of us the said R.E. G. M. and H. L. and the Deed and Deeds of the same grants and estates, so to be made for us, and in our names, to seal, and as our Deeds to deliver unto the parties to whom the same shall be so made, or to any other to their use or uses, and the Counter-parts of the same, for us, and in our name, to accept and receive, and also all such fines, and other sum and sums of money, as shall grow due to the same, for us and in our names, and to the use of the said R. E. G. M. and H. L. to accept, receive and take, and upon the receipt thereof, any acquittances or discharges for us and in our name, to make, seal and deliver, and also for us and in our names, and to the use of the said R. E. G. M. and H. L. to collect, gather, receive and take all such

rents, duties, heriots, arrearsages of rents and profits of Courts as are already, or shall be due and payable, for, our of, or concerning the Premises, or any of them, giving and granting unto our said Attorneys, and to either of them, our full power or lawful authority in, touching and concerning the Premises, to do, execute, proceed and finish in all things, in as large and ample manner and form, as we the said R. E. W.M. and H. L. or any of us, might or ought to do, if we or any of us, were then present, and ratifying and allowing whatsoever our said Attorneys, or either of them shall do in the premises, or any of them, accord us to the intent of these presents. In witness &c.

A Letter of Attorney of a Bond, for performance of Covenants of an Indenture of Lease.

TO all &c. I J.K. of, &c. send greeting: Whereas J. B. of, &c. M.A. of, &c. by their Obligation bearing date the, &c. are and stand bound unto me the said J. K. in the sum of, &c. with condition thereupon endorsed, for the true performance of the Covenants, Rents and Payments, mentioned and contained in and by one pair of Indentures of Lease, bearing date the day of the date of the said Obligation, made between the said J. K. of the one part, and the said L. B. of the other part, as the same Obligation and Condition may appear. Now know ye, That I the said J. K. for divers good causes and considerations me hereunto especially moving, have given, granted, assigned and set over, and by these presents do give, grant, assign and set over, unto J. C. of, &c. his Executors, Administrators and Assigns, as well the said recited Obligation and sums of money therein contained, as all my right, action and demand in and to the same, giving, and by these presents granting unto the said J. C. his Executors, Administrators and Assigns full power and authority, from time to time, and at all and every time and times hereafter, from and after breach made, and non-performance of the Covenants, Grants, Articles, Payments or Agreements, which on the part and behalf of the said L. B. are or ought to be observed, performed, fulfilled, paid, kept, mentioned and contained in and by the said Indenture of Lease, for me and in my name, never theless to the only use and behoof of the said J. C. his Executors, Administrators and Assigns, to sue, arrest, implead and imprison, and at his and their will and pleasure, out of prison again to deliver and release the said L. B. and

M.A.

M.A. and either of them, their and either of their Executors, Administrators and Assigns, for the breach or non-performance of any the Covenants, and all and every sum and sums of money recovered upon or by reason of the said recited obligation, to detain and keep to the only proper use and behoof of the said J. C. his Executors, Administrators and Assigns, without any account therefore to be rendred, or for any part thereof, and I, &c. shall and will ratifie, allow and maintain all and whatsoever the said J. C. his Executors or Assigns, shall do or cause to be done in and about the premises; and I the said J. K. for me, my Executors and Administrators, do covenant, promise and grant to and with the said J. C. his Executors, Administrators or Assigns, by these presents, that neither I the said J. K. my Executors or Administrators, have released the said Obligation, or any sum of money therein contained, nor shall or will acquit, release, or otherwise discharge the same, or any the Obligor therein mentioned, their Executors, Administrators, or either of them, without the special licences, consent and agreement of the said J. C. his Executors or Assigns, in that behalf first had and obtained. In witness, &c.

A Letter of Attorney to receive rent when it shall grow due.

BE it known unto all men by these presents, That I T. B. of, &c. for divers good causes and considerations me moving, have made, constituted and appointed, and by these presents do make, ordain, constitute and appoint R. R. of, &c. my true, sufficient and lawful Attorney and Assignee, for me and in my name, nevertheless to the only use and behoof of the said R. R. to demand, collect and receive of W. R. A. H. and I. D. all that sum of, &c. and of W. T. all that sum of, &c. which said sum of, &c. will be due and payable unto me the said T. B. for one half years rent at, &c. next ensuing the date of these presents, for lands by them holden of me, lying and being in M. aforesaid, giving, and by these presents granting unto my said Attorney, full power and authority, for me and in my name to take and receive the said sums of, &c. due to me, as aforesaid, and the same so had and received, to detain and keep to his own proper use, without any accompt therefore to be rendred unto the said, T. B. my Heirs or Assigns, and also upon the receipt thereof, to deliver unto them an acquittance in my name, testifying the receipt thereof; and I shall and will ratifie, allow and confirm all, and whatsoever my said

said Attorney shall do or cause to be done, in or about the premises, by these presents. In witness whereof, &c.

A Letter of Attorney to take possession of a Messuage, &c. from the Sheriff taken upon an Extent.

TO all, &c. I Sir T. B. of, &c. send greeting: Know ye, that I the said T. B. have made, ordained, constituted, authorized and appointed, and by these presents do make, ordain, constitute, authorize and appoint T. W. and H. D. of, &c. or either of them, my true and lawful Attorneys or Attorney, joyntly or severally for me and in my name, to take and receive of the now Sheriff of the County of Y. peaceable and quiet possession as well of and in one capital Messuage, &c. as of and in, &c. all and singular which said Lands and Premises were lately belonging unto J. B. Gent. and which the said now Sheriff hath intended by virtue of a Writ of Extent, to him directed upon a Statute of 200 l. acknowledged and entred into by the said J. B. unto me the said T. B. giving, and by these presents granting unto my said Attorneys, or either of them, full power and authority, for me and in my name, to do, execute, accomplish and finish all and whatsoever shall be needful and necessary to be done, in or about the premises by these presents. And I shall and will ratifie, allow and confirm all and whatsoever my said Attorneys, or either of them shall do or cause to be done, in or about the premises by these presents, as if I my self were then and there personally present. In witness, &c.

A Letter of Attorney to receive a Legacy, and the same to pay in discharge of a Bond.

TO all, &c. I R. F. of, &c. send greeting. Whereas R. B. and R. M. of, &c. together with me, &c. by one Obligation, &c. (general words of the recital of the Bond) Now know ye that I the said R. D. for the indemnity and saving harmless of the said R. B. and R. M. and either of them, their and either of their Executors, Administrators and Assigns, of and from the payment of the said sum of, &c. unto the said T. G. his Executors, Administrators and Assigns, on the said, &c. next coming, and at the place of payment aforesaid, have made, ordained, constituted, authorized and appointed, and by these presents do make, ordain, constitute, authorize and appoint, the said

said W. M. his Executors, Administrators and Assigns, my true and lawful Attorney for me and in my name, or names of me the said R. B. my Executors, Administrators and Assigns, to demand, ask, levy, recover and receive of M. B. of, &c. J. T. of, &c. and G. I. of, &c. or any of them, their or any of their Executors, Administrators or Assigns, the full sum of, &c. parcel of such sum of money as is or shall be due and payable unto me, as a Legacy given unto me, in and by the last Will and Testament of W. B. my Father, late of, &c. Esquire, deceased, and upon the receipt of the said sum of, &c. to give and to deliver unto them the said, &c. or some or one of them, their Executors or Assigns, one acquittance bearing date the day of the date thereof, made, sealed and delivered by me to their use, testifying the receipt thereof, and the said sum of, &c. had and received, as aforesaid, thereout to satisfy and pay unto the said T. C. his Executors, Administrators and Assigns, the said sum of, &c. on the said, &c. in discharge of the recited Obligation, and the remainder of the same to detain and keep to the only use and behoof of me the said R. B. my Executors, Administrators and Assigns, and thereof be accomptable, giving and by these presents granting unto the said R. M. his Executors, Administrators and Assigns, full power and lawful authority, for me and in my name, stead and place, to do or cause to be done, all and every such act and acts, thing and things, as he or they shall think meet or requisite to be done concerning the premises by these presents, as if I my self were then and there personally present. And I shall and will ratify, allow and maintain all and whatsoever, the said R. M. his Executors or Assigns, shall lawfully do or cause to be done in or about the Premises by these presents. In witness, &c.

A Letter of Attorney to make Leases of Lands, and to make Sale of Woods and Goods, and to make a Grant of a Stewardship during pleasure.

TO all, &c. E. and M. of, &c. and wife of me the said E. Daughter and heir of, &c. and sole Executrix of the last Will and Testament of T. S. Esquire deceased, send greeting in our Lord God everlasting. Know ye, that we the said E. and M. for divers good and reasonable causes and considerations us especially moving, have given and granted, and by these presents do give and grant unto our very trusty and well-beloved friend J. T. of, &c. the Office of the Steward-

Stewardship of all those our Manors, Lordships, Lands, Tenements and Hereditaments, within the Counties of, &c. late the Lands and Tenements of the said T. S. and him the said J. T. Steward of the said Manors, Lands and Tenements, do by these presents nominate, appoint, make, create and constitute, to have, exercise, use and hold the said office, with the appurtenances unto the said J. T. for and during our will and pleasure; and we do by these presents further give and grant unto the said J. T. full power, liberty, licence and authority, for us and in our names, not only to demise, grant, let and to set out by Copy or Court-Roll, according to the customs of the said Manors respectively to such person or persons, in fee-simple, fee-tail, or term of life, lives or years, and for such fines, rents and services, as to the said J. T. shall be thought meet and convenient, all such copyhold and customary Lands of the said Manors, or any part or parcel thereof, which now are demisable or grantable, or lawfully may be demised, granted or let out within the said Manors, or any of them; but also to do, perform, execute, use and accomplish all and every other acts, things, demise or matter, which any Steward or Stewards of the Premises, or any of them, at any time heretofore might or could do, or which we may or can in any wise licence or authorize the said J. D. or give commission or power unto him, to do, execute, perform or undergo. And furthermore we the said E. and M. for divers good considerations, and upon mature advice and deliberation, have given and granted, and by these presents do give and grant unto the said J. T. and our trusty servants J. E. and C. B. or to two of them, whereof the said J. T. to be one, full power, liberty, licence and authority, for us and in our names by writing indented, or otherwise, to demise, grant, let and to set out, for life, lives or years, all and singular the said Lands Tenements and Hereditaments, or any part or parcel thereof, to such person or persons, and for such sum and sums of money, and for such rents and services, and with and under such Covenants, Conditions, Limitations, Articles and Agreements, in such manner, order, form and sort, as to the discretion of them the said J. T. J. E. and C. B. or two of them, whereof the said J. T. to be one, shall seem meet and convenient; and also to grant, bargain and sell the woods, trees and under-woods of the Premises, and every or any part and parcel thereof, and to grant, bargain and sell all such goods, chattels and substances, which we or either of

of us have, or ought by any means or title to have within the said Counties, to such person or persons, and for such sum and sums of money, and in such manner and form as to the said J. T. J. E. and C. B. or two of them, whereof the said J. T. to be one, shall be thought good and reasonable. And moreover we the said F. and M. have named, appointed, ordained and constituted the said J. T. or two of them, whereof the said J. T. to be one, our true and lawful Attorneys, to ask, demand, recover, levy, receive and gather in our names and to our use, not only all such rents, and arrearages of rents, debts, duties, and services, that by any means, degree or sort, are due and payable unto us, or either of us, or that we ought or should have of any person or persons within the said Counties, and in our names, or in the name of either of us as the case shall require, to sue, arrest and implead such of the said persons, as will not make payment of the said rents, services, debts and duties, and of every of them, and to sue execution upon any condemnation in that behalf, and also in our and either of our names, to make, seal and deliver releases, acquittances, or other discharges, of or for the said rents, debts, duties and services, in every or any of them, to any person or persons, in such manner, sort and form, as to the said J. T. &c. or to two of them, whereof &c. shall be thought meet and convenient, and whatsoever the said J. T. shall do in, &c. for or touching the demising, granting or setting out of the said Copyhold or customary Lands, as a Steward of the Premises aforesaid, and whatsoever the said J. T. &c. or any two of them, whereof, &c. to be one, shall do, use or cause to be done, in, for or touching any other thing or matter before mentioned, we do by these presents, grant and promise, for us, our heirs, Executors or Administrators, to establish, ratifie, confirm, stand to, allow, avow, as fully and as perfectly to all intents, constructions and purposes, as though the same were done by us our selves actually in our proper persons. In witness &c.

A Warrant for an Attorney to confess a Judgment, in case satisfaction be not made by a certain day.

MAfter Earnst, Whereas I E. F. Esquire, together with C. D. &c. am and stand bound by Obligation in the sum and penalty of, &c. conditioned for payment of, &c. at a certain day long since past, if in case

I the said E. F. my, &c. do not well and truly satisfie and pay, or cause to be paid unto the said G. B. his, &c. all such sum or sums of money as shall be due to him upon the said last recited Obligation, on or before the, &c. next ensuing the date hereof, then the said E. F. do hereby give warrant and authority, unto you the said R. B. or any other of the Attorneys of the Court of the Kings-Bench at *Westminster* to appear for me in the said Court of the Kings Bench at *Westminster*, unto an action or suit there to be brought or commenced against me the said E. F. by the said G. B. his, &c. upon the said Obligation, and to acknowledge and confess a Judgment upon the same Obligation in *Michaelmas* Term next ensuing the date hereof; and this shall be your sufficient Warrant for the same. In witness, &c.

To T. S. and R. B. Attorneys in the Court at the Kings Bench at *Westminster*, jointly and severally, and to any other Attorney of the said Court.

W Hereas I A. B. of, &c. do stand bounden by Obligation, bearing date the day of the date hereof, unto C. D. &c. in the sum of, &c. conditioned for the payment of, &c. on the, &c. next ensuing, &c. as by the same, &c. Now I do hereby authorize the said Attorneys or either of them, to appear for me, and to accept and take a Declaration on the said Obligation, and to plead *Non sum informatus* to the same. And I do agree, that if the said, &c. be not paid according to the tenor of the condition of the said, &c. then Judgment is to be entred, then as now for the said, &c. and I do also hereby release unto the said C. D. all error and errors touching the said Judgment and proceeding thereupon to be had. And I will not release or revoke the authority and power hereby given to my said Attorney. In witness, &c.

A Release of an Extent by an Administratrix.

R Eceived by me Grace H. Widow, Administratrix as well of the goods and chattels of *William Blisbe* Gent. as of E. T. Spinster, deceased, the sum of, &c. being the consideration money which the said H. H. payeth to me for the vacating and discharging of an Extent upon a Statute of, &c. heretofore acknowledged and entred into by J. D. Gent. unto the said W. S. and also for

for the buying in and compounding of the said Extent, by virtue or colour of the said Statute, and also for all my interest and demand in the same Statute and Extent, of which said sum of, &c. I do hereby acknowledge the receipt, and by these presents do for me, my Executors and Administrators, remise, release, and for ever quit-claim unto the said J. D. the said Statute and Extent, or all manner of Process or proceeding whatsoever, occasioned by reason of the said Extent. In witness, &c.

A Release of a Bond, it being lost.

TO all Christian people, &c. I. M. Longson of, &c. send greeting, &c. Whereas R. L. S. L. and T. W. by their Obligation, bearing date (recite the Bond) as by the same Obligation appeareth; and forasmuch as the said sum of, &c. together with all such sum and sums of money as are due for the interest and forbearance, are and is well and truly satisfied and paid unto me the said M. L. in full discharge of the said recited Obligation, which said Obligation is lost and cannot be found: Now know all men by these presents, that I the said M. L. have remised, released, and quit-claimed, and do hereby for me, my Executors and Administrators, remise, release, and for ever quit-claim unto the said R. L. S. L. and T. W. and every of them, their and every of their Executors, Administrators and Assigns, and every of them, as well the recited Obligation, and all such sums of money as are therein mentioned, to be due and payable unto me the said M. L. my Executors, Administrators or Assigns, as also all and all manner of actions and suits, cause and causes of actions and suits, accompts, debts, reckonings, sum and sums of money, judgments, Executions and Demands whatsoever, which I the said M. L. ever had, now have, or that I, my Executors, Administrators or Assigns, or any of us in time to come, can or may have to, for or against the said R. L. S. L. and T. W. or any of them, their or any of their Executors, Administrators or Assigns, for or by reason of the said recited Obligation; or any other matter, cause or thing whatsoever, concerning the premises, from the beginning of the world until the day of the date hereof. And I the said M. L. do for me, my Executors, Administrators or Assigns, covenant, promise and agree, to and with the said R. L. S. L. and T. W. and every of them severally, their and every of their several, &c. and to and with every of them by these presents, that

if

If I the said M. L. my Executors or Assigns, or any of us at any time or times hereafter, do find, or can have or obtain the said recited Obligation, being lost as aforesaid, then I the said M. L. my Executors, Administrators or Assigns, or some of us, shall and will within two months next after the said Obligation shall be found as aforesaid, deliver and restore, or cause to be delivered and restored the said Obligation unto the hands of them the said R. L. S. L. and T. W. or some or one of them, their, &c. or some of them. In witness, &c.

A Release of all Legacies and demands given and bequeathed by ones Will and Testament.

K Now all men by these presents, that I E. T. of, &c. Widow, have remised, released and quir-claimed, and by these presents do for me, my Executors and Administrators, remise, release, and for ever quit claim unto J. B. Gent. and H. H. Citizen, &c. Executors, &c. and either of them, their Executors, Administrators or Assigns, of and from all legacies, gifts, bequests, sum and sums of money, and demands whatsoever, bequeathed and given unto me the said E. T. in and by the last Will and Testament of R. T. &c. deceased, and of and from all manner of actions and suits, cause or causes of actions and suits, sum and sums of money, debts, duties, reckonings, accompts and demands whatsoever, which I the said J. T. ever had, now have, or that I, my Executors or Administrators, can or may at any time or times hereafter, have, challenge or demand against the said J. B. and H. H. or either of them, their and either of their Executors, Administrators or Assigns, for or by reason of any matter, cause or thing whatsoever, from the beginning of the World, until the day of the date hereof. In witness, &c.

To I. K. of, &c. one of the Attorneys, &c.

I A. B. do hereby define you, and do give you full power, licence and authority to appear for me, and for, &c. in the said Court, as of this last M. Term in an action of debt, for, &c. at the suit of, &c. upon an Obligation conditioned for the payment of, &c. in which said Obligation I stand bound as principal: And this shall be your sufficient Warrant in that behalf. In witness, &c.

A Warrant to acknowledge Satisfaction.

WHereas there is one Judgment depending in the Court of Common Pleas at Westminster, of Trinity Term in the, &c. against J. F. of, &c. Esq. for 500 l. debt, besides the costs of suit for Sir H. H. Knight, as by the Records of the said Court more at large may appear. These are therefore to Authorize, and give full power to you and either of you, to acknowledge Satisfaction upon the said Judgment, and for your so doing, this shall be your sufficient warrant irrevocable. Witness, &c.

To R. P. and R. S. or any other Attorney of the Court of Common Pleas at Westminster.

A Condition for the truth of a Merchants' Apprentice, and that he shall give just accounts or demands, and pay what he shall fall short in.

THe Condition, &c. That whereas the within named H. S. at the instance and request of the within bound Sir. S. A. hath accepted and taken T. A. Son of the said S. A. to be Apprentice of him the said H. S. for the Term of, &c. to be commenced from the day of the date within written, as in and by the said Indenture, &c. If therefore the said T. A. his Executors and Administrators, do from time to time hereafter, upon every reasonable request in that behalf to him or them to be made by the said H. S. his Executors, Administrators, servants, factors or Assigns, or any of them, yield, make and deliver up just and true account and accompts, and duly discharge him and themselves unto the said H. S. his Executors, Administrators or Assigns, of, for, from and concerning, all, &c. such Wares, Goods, moneys, Merchandizes, Specialties, Bills of Debt, and other things, which shall be committed, or come to the hands, charge, possession or disposition of the said T. A. by reason or means of his said service, either in the parts beyond the seas, or on this side: And in case it shall happen or fortune that he the said T. A. at any time or times during the said term, to imbezzle, steal, purloin, mispend, or unlawfully to detain, consume or make away any of the moneys, Wares, Goods, Merchandizes, commodities, Specialties, Bills of Debt, and other things, which do or shall belong or appertain to the said

H. S. or any his partner or partners, his or their, or any of their Executors or Administrators, or to any other person or persons, wherewith he or they, or any of them, are or shall be in any wise charged or chargeable, if then and so often the said Sir H. S. his Heirs, Executors, Administrators or Assigns, or any of them, from time to time hereafter, always, within two months next after notice and knowledge in that behalf, in writing to him, them or any of them, to be made or given, by the said H. S. his Executors, Administrators or Assigns, do well and truly make or cause to be made unto the said H. S. his Executors, Administrators or Assigns, at or in, &c. sufficient recompence and satisfaction, in good and lawful, &c. for all such goods, wares, moneys, Merchandizes, specialties, bills of debts, and other things, which upon any account or otherwise shall truly appear to be found to have been by the said T. A. so imbezled, stola, purloined, mispent, or unlawfully consumed, detained or lost, as aforesaid: And further, if the said T. A. do not at any time or times hereafter, during the said Term, unlawfully depart or absent himself out of, or from the service of the said H. S. his Master, without his licence and consent in that behalf first had and obtained, nor do at any time or times hereafter, Merchandize or trade for himself, or undertake to do any business or businesses, in the trade of Merchandizing, for any person or persons, nor accept or pay any bills of, or give bill of credit for any person or persons, unless it be by and with the like consent or licence of the said H. S. his Executors or Administrators in that behalf first had and obtained in writing, that then &c.

To have to and A Lease of, a Warren of Coney.

This indenture made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, witnesseth, that the said H. B. for, &c. hath demised, granted and to farm letten, and by these presents doth, &c. unto the said C. D. his, &c. in the C. of K. and all the Coney, in the said ground being, with the increase, gains, profit and advantage, from time to time, arising, coming, growing, and renewing of the said Coney in the said ground being, and to the same ground belonging, there to hunt, beset and pitch nets, or otherwise to use, for the most benefit and advantage of the said A. B. and his Assigns, that he can or may devise, in as large, ample and beneficial manner and form as the said A. B. or any other person or persons heretofore have had, held, used, occupied or enjoyed, the

the same, To have and to hold the said ground and game of Concoys, in the same being, and to the same belonging, with all the gain, profits and advantages to the same belonging, and renewing as aforesaid unto the said C. D. his Executors and Assigns, from thence, &c. yielding, &c. A covenant on the Tenants part, to do reparations on the Warren house, and on the fences, ditches, hedges, and mounds. And at the end, &c. to leave the Berry and Coney-clappers sufficiently covered with thorn, and also the same ground and Berry of Concoys sufficiently replenished and stored with Concoys. Covenants for enjoying, &c.

ℳ Licence to hawk, hunt and fish.

TO all Christian people, &c. I Dame O. S. &c. send greeting. Know ye, that I the said O. Lady S. for divers good causes and considerations me hereunto especially moving, have given and granted, and by these presents do give and grant unto Sir T. L. of, &c. Knight, and his Assigns, full, free and absolute power, liberty, licence and authority to hawk, hunt, fish, and fowl, from time to time and at all times hereafter, at the will and pleasure of him the said Sir T. L. and his Assigns for and during the natural life of me the said O. Lady S. in, upon and within the Mannor or Lordship of M. Super S. in the said County, and in and upon all the Lands and grounds thereof, and within the bounds and precincts, limits and circuits of the same in as full, free, ample and beneficial manner and form, as I my self might or could do, in all and every respect or degree whatsoever or howsoever, and without any manner of let, denial or contradiction, or interruption of me the said O. Lady S. or of any other person or persons whatsoever, in, by or through any act, means, consent, privity of concurment. And I the said O. Lady S. do covenant, promise, grant and agree to and with the said Sir T. L. and his assigns by these presents, that it shall and may be lawful, to and for the said Sir T. L. and his assigns from time to time, and at all times hereafter, during my natural life, as occasion shall be offered, to have and rake as well all, and every the nets, and other engines and instruments of what kind soever, as also all the Dogs and Spaniels of whatsoever sort or kind, of all or any persons whatsoever, that shall at any time or times hereafter hawk, hunt, fish or fowl, within or upon the said Lordship.

or Mannor of *M. super S.* or within or upon any part or parcel thereof, without the licence or consent of the said Sir T. L. or his Assigns, or some of them, thereunto first had and obtained, he the said Sir T. L. or his Assigns, delivering or causing to be delivered unto the Bailiff or Steward for the time being, of me the said O. Lady S. of the said Mannor or Lordship of *M. super S.* the aforesaid nets, engines, instruments and dogs, to to be taken as aforesaid, to be used, bestowed and employed, to and for the use and behoof of me the said O. Lady S. in such manner and form as I the said Lady S. or my Assigns, shall think fit. In witness, &c.

A Lease of Cole mines.

THis Indenture made the, &c. between I. L. of, &c. and A. B. of, &c. witnesseth, That the said I. L. for and in consideration of, &c. hath demised, granted, and to farm-letten, and by these presents doth, &c. unto the said A. B. all and all manner of mines, pits and veins of Coles now open and known, or that may be found out by digging, sinking or otherwise howsoever, lying or being in certain lands, called or known by the name of, &c. within the Mannor of, &c. with free liberty to and for the said A. B. his Executors and Assigns from time to time, and at all times during the term hereafter mentioned; to dig, search, sink, trench, and mine, in and upon the said lands called W. and every part and parcel thereof at his and their wills and pleasure, for the searching out, having and taking up of Coals, and the same so trenched, digged or found, to take and carry away from time to time, and at all times during the term by these presents demised, except and always reserved, unto the said I. L. his Heirs and Assigns, all and all manner of quarries heretofore demised, by the said I. L. to C. D. of, &c. To have and to hold the said mines and pits of Coles, with free liberty of digging, trenching, searching and carrying away the same; with all and singular other the premises, except before excepted unto the said A. B. his Executors, Administrators and Assigns, from the Feast of, &c. unto, &c. yielding, &c. and if it happen the said yearly rent of, &c. be behind, &c. and the said A. B. for himself, &c. covenanteth, &c. that he the said A. B. his Executors, Administrators or Assigns, at his and their own proper costs and charges, shall and will from time to time, and at all times hereafter, during the said term of, &c. so long as any such mine or pit shall be digged or trenched; for searching out of Coles as
afore

aforeſaid, fill up the ſaid mine or pit with meener earth, and then level the ſame in ſuch ſort again, as the ſame may not be to the annoyance of the occupiers of the ſaid lands, called W. or any of them. In witneſs, &c.

A Letter of License.

TO all Chriſtian people, to whom theſe preſents ſhall come: We A. B. of *London* Alderman, R. L. I. D. and I. P. Merchants, &c. ſend greeting in our Lord God everlaſting. Whereas I. C. Citizen and Vintner of *London* (for and by reaſon of the commerce, divers contracts, agreements and other cauſes between him and us the above-named perſons, paſſed and had) ſtanderth, and is ſeverally indebted unto the ſaid A. B. R. L. I. D. and I. P. and others, in divers and ſundry great ſums of money, as by ſeveral Obligations and Writings under his hand and ſeal unto us ſeverally made, and otherwiſe it doth and may appear. Now know ye, that we the ſaid A. R. R. L. L. D. and I. P. and the reſt, for divers and many good and charitable cauſes and conſiderations us eſpecially moving, have given and granted, and by theſe preſents do give and grant, full liſenſe and liberty unto the ſaid I. C. quietly and freely to go about, attend and negotiate, as well his own private affairs, buſineſs and cauſes, as alſo all other matters and things whatſoever he hath, or ſhall have or do for any other perſon or perſons whatſoever; as well within the City of *London*, as within all other the, &c. at all and every time and times from henceforth, for aid during the ſpace of, &c. to begin at the Feaſt of, &c. next enſuing the date hereof, without any manner of let, diſturbance, moleſtation, ſtay, arreſt, attachment or ſuit of his perſon, or of his Goods, Chattels, Money, Merchandizes, or of any other Commodities or Appurtenances whatſoever, by us the ſaid, &c. or any of us, or by the Executors or Adminiſtrators of any of us on this ſide, or within the ſaid ſpace, time or liberty of, &c. and we the ſaid, &c. are not only contented and agreed, to give and grant by this our preſent liſenſe and reſpite to the ſaid I. C. for the payment of his ſaid debts, but alſo every one of us, for his part, do by theſe preſents freely and clearly releaſe, remit, quit-claim and forgive unto the ſaid I. C. all and every ſuch ſum and ſums of money, as he the ſaid I. C. at this preſent doth ſeverally owe unto us, in caſe any of us, at any time or times during and within the ſaid ſpace of, &c. as aforeſaid, ſhall do,

move, procure, practice by, or attempt, or cause to be by any ways or means, any manner of act and acts, thing or things to be done, moved, procured, practised or attempted against the said J. C. or his goods, chattels, money, merchandizes, or any other of his things whatsoever, contrary to the purport, true meaning, tenor and effect of this our present licence and grant. And further, our meaning and intent is, that after the said, &c. shall be fully, &c. expired, we do by these presents give and grant license to the said J. C. that if he, his Executors Administrators or Assigns, do from thenceforth yearly, at the end of every year for and during the term of, &c. pay or cause to be paid unto us the said several Creditors, or to the several Executors, Administrators or Assigns of us and every of us, the full fourth part of the debt to us and every of us owing, that then we, nor any of us, nor any other by our or any of our means or procurement, shall do any thing, or act against the said J. C. or any of his goods, chattels, moneys, merchandizes, or any other of his things whatsoever.

An Indenture upon the choosing of a Burgess to serve in Parliament.

THis Indenture, &c. between H. D. &c. High-Sheriff of the County of, &c. of the one part, and H.B. and R.G. &c. Burgesses and Burrough-men of the Burrough and Town of, &c. of the other part, witnesseth, That the said Burgesses and Burrough-men, according to the Proclamation made by the said Sheriff for the Election of Burgesses in every Burrough or Town within the said County, have the day of the date hereof at A. aforesaid, Elected, Named and Appointed H. B. and R. G. Esquires, Burgesses of the said Town of A. and they to give their Attendance, Advice and Counsel at the High-Court of Parliament, to be holden at *Westminster*, the, &c. next coming. In witness whereof, the said Burgesses and Burrough-men to these present Indentures have put their Seals, and subscribed their Names and Marks, the, &c.

A Testimonial for the relief of one that had his House and Goods burnt,

TO all Christian people, &c. Know ye, that we Sir J. T. and T. G. Knights. T. W. E. P. &c. Esquires, for the succouring and relieving of our poor distressed brother S. S. of, &c. do by these our writings testifie, declare and bear witness, that on *Friday* the tenth of, &c. the said S. S. being at *Wakefield* Market travelling for his livelihood a sudden and lamentable fire hapned, which burnt down his dwelling house with all his goods therein, and his Barn, wherein was all his Corn and Hay, to the utter undoing of the said S. his Wife and small children. Now for that the said S. was an honest painful man, and is now brought to so great misery and distress, that he knoweth not where or how to provide for his wife and children, without the charitable relief of well-disposed Christians; therefore we pray and desire all charitable and godly-minded persons, to help, succour and relieve the said S. with their charity towards his livelihood; and in recompence of his losses, and in so doing they shall oblige us to shew like charity to any of their neighbours in their distress and necessity. In witness, &c.

The beginning of a Demise of Copy-hold lands, &c.

THis Indenture, &c. witnesseth. That where at a Court-Baron, holden for the Mannor of, &c. on the, &c. last past, the Lord of the said Mannor, by, &c. the Steward did give license to the said J. T. to demise and grant the messuage, lands and tenements hereafter in these presents mentioned, unto any person or persons for the term of 21 years, from the Feast of, &c. then last past, as by the Rolls of the said Courts appeareth; now the said J. T. in pursuance of the said Licence to him granted as aforesaid, and for and in consideration of the sum of, &c. to him, &c. hath demised, granted, and to farm letten, and by these presents, &c. all that Copyhold Messuage or Tenement, with the appurtenances, commonly called or known by the name of, &c. situate, lying and being in, now or late in the tenure or occupation of, &c. and all, *Prout, in ordinary lands.*

A Release from two joynt Purchasers to the other two.

TO all to whom these presents shall come, Sir T. W. of, &c. Knight, and T. S. of, &c. Esquire, send greeting. Know ye that the said Sir T. W. and T. S. for good considerations them hereunto moving, have remised, released, and for ever quit-claimed, and by these presents do for them, and either of them, their and either of their Heirs, remise, release, and for ever quit claim unto, &c. their Heirs and Assigns, all the estate, right, title, interest, claim and demand whatsoever, of them the said Sir T. W. and T. S. of, in and to all that the Mannor and Lordship of, &c. with the rights, members and appurtenances thereof, and of, in and unto all and singular other the Mannors, Lordships, Lands, Tenements and Hereditaments, which in and by one Indenture enrolled in the Chancery, bearing date the &c. made between the Right honourable, &c. of the one part, and the said, &c. on the other part, were granted, bargained, and sold, or mentioned or intended to be thereby granted, bargained and sold unto the said, &c. and their heirs, and of, in and unto every part and parcel of them, every or any of them. In witness, &c.

A sale of goods to the Plaintiff levied upon Scire facias by the Sheriffs Bailiffs.

KNow all men, &c. That I G. B. Bailiff of the Wapontake of, &c. in the County of, &c. by virtue of a Writ of *Scire facias*, to the Sheriff of the said County directed, have levied of the goods and chattels, &c. the sum of, &c. part of a debt, due to, &c. and levied by virtue of the Writ aforesaid to his use. In full satisfaction of which said sum of, &c. I do by virtue of the Writ and Warrant to me directed, as aforesaid, assign, sell and set over unto the said, &c. all the goods and chattels, in the apprizement hereto annexed, nominated at the rate of, &c. to have, &c. the said goods and chattels, to him, his Heirs, Executors and Administrators, as his own proper goods and chattels, as fully and absolutely, as I the said G. B. might, could or ought to do by force and virtue of the said Warrant and Apprizement, or otherwise howsoever. In witness, &c.

Lease of Goods levied by the Sheriff upon Judgment.

THis Indenture made the, &c. between M. F. of, &c. of the one part, and J. F. of, &c. of the other part. Whereas the said M. F. did in *Michaelmas* Term, in the, &c. by due course of Law, obtain and recover one Judgment in the Court of Kings-Bench at *Weminstre*, against the said J. F. for the sum of, &c. debt and costs of suit, as by the Records remaining in the said Court, *Res. 232.* Whereunto relation being had, more at large it doth and may appear; and whereas Sir J. S. Sheriff of the said County of, &c. did on or about the, &c. by virtue of a Writ of *Scire facias* upon the said Judgment to him directed, returnable. &c. levy of the goods and chattels of the said J. F. the sum of, &c. in part and satisfaction of the said Judgment, which goods and chattels were sold by the said Sheriff or his Deputy unto the said M. F. as by a particular Schedule or Indenture hereunto annexed appeareth. Now this Indenture witnesseth, and it is fully concluded and agreed by and between the said parties to these presents, in regard the said goods and chattels, mentioned in the said Schedule, cannot be presently sold for the best benefit and advantage of the said M. F. that the same goods and chattels shall remain and continue in the custody and possession of the said J. F. for the use and behoof of the said M. F. his, &c. for and during the space and time of six months, next after the date hereof; and if any of the said goods and chattels, mentioned in the said Schedule hereunto annexed, have been already or hereafter, during the said space of six months, shall be sold or disposed of by the said J. F. his Executors, Administrators and Assigns, then he the said J. F. for himself, his Executors and Administrators, and for every of them, doth by these presents covenant, promise, grant and agree, to and with the said M. F. his Executors, Administrators and Assigns, to give a true and just accompt or accompts, together with the proceed or encrease thereof in writing, unto request made, and to pay or cause to be paid unto him the said M. F. his Executors, Administrators or Assigns, all such sum or sums of money, as shall be found due upon the said accompt or accompts, so to be made or given and at the end and expiration of the said term, shall and will well and truly deliver, or cause to be delivered unto the said M. F. if the said J. F. his Executors, &c. shall be thereunto required, the residue and remainder *in specie*, with the proceed
and

and encrease thereof, of all such goods and chattels, mentioned in the said Schedule or Inventory, as shall be so sold or undisposed of, the said M. F. his Executors, Administrators or Assigns, allowing in the mean time unto the said J. F. his Executors or Administrators, all the benefit and advantage of the wool, milk and work of the cattel, comprised in the said Schedule hereunto annexed, and the use of the other goods comprised in the said Schedule or Inventory, for the pains and care of the said J. F. to be taken in and about the selling, disposing and keeping of the said goods and chattels, or any of them. In witness, &c.

A Lease of Lands in Barbadoes.

THis Indenture made, &c. Between R. C. of, &c. and M. S. of, &c. witnesseth, That the said R. C. for divers good causes and considerations him hereunto especially moving, hath demised, granted, and to farm letten, and by the presents doth demise, grant, and to farm let unto the said M. S. all that his own share, part and portion of Land, containing in all by estimation forty acres of Land, be it more or less, situate and being in, &c. as the same was lately and now is separated and divided from other lands now inhabited by the English Merchants and Planters, or their assigns, and allotted unto the said R. C. for one of his shares of his Adventure with the said Company of the said Islands, and now are, or late were in the tenure or occupation of R. P. or his Assigns; and also one Acre of Land, being part or parcel of, &c. lying within, &c. likewise allotted unto the said R. C. for another share of his Adventure to the said Island, the same Acre of Land to be measured, and set out in some convenient place of the said share of Land, adjoining upon or near unto the fresh water, together with free ingress, egress, regress, way and passage to and for the said M. S. his Executors, servants and Assigns by and through, &c. at all convenient times, and by all fitting and convenient ways and passes, to fetch water from the Springs and Rivulers thereunto adjoining as need shall require; To have and to hold the said share of Land, and Acres of Land, and all other the above demised, or meant, mentioned or intended to be demised premisses, with their and every of their rights, members and appurtenances unto the said M. S. his, &c. from, &c. for and during the term of, &c. M. S. his, &c. yielding and paying therefore yearly, and every year during the said term of, &c. unto the said R. C. his, &c.

the moiety or one half part of all the Profits and Gains whatsoever, which shall yearly be made or raised by, or by means of the digging, setting, planting, sowing, manuring, and imploying the said lands and premises above by these presents demised or meant, or mentioned to be demised, and every or any part thereof, or by any other ways or means whatsoever, the same to be yearly and every year, once or oftner, (as shipping may conveniently be had) sent into *England* to and for the use of said C. C. his Heirs and Assigns; for and in full satisfaction and payment of all manner of Rents whatsoever; and the said M. S. for him, his, &c. doth covenant and grant to and with the said R. C. his, &c. by these presents, in manner and form following, that he the said, M. S. shall and will once in every year yearly, or oftner, during the said term hereby granted, and as shipping may be conveniently had as aforesaid, make and send unto the said R. C. his Heirs or Assigns, a just and true account how the same Lands and premises hereby demised, have until that time been employed and used, and likewise with the same accompt shall and will send and deliver, or cause to be delivered unto, and for the use and behoof of the said R. C. his Heirs and Assigns, unto the City of *London*, the said moiety or one half part of all the increase, profit and gains above by these presents reserved, which shall happen to be accrued or risen by the means of the husbanding and employing of the said Lands and premises by these presents demised and also shall and will from time to time send and deliver, together with the said rent above reserved, unto the said R. C. his Executors or Assigns, all the other moiety or half part of all the profits and gains, which shall happen to be accruing and arising, by means of the said husbanding and imploying of the said Lands and premises in sort, as is aforesaid, or so much thereof over and above the said rent, as shall be due and payable by virtue of these presents, until the sum of, &c. shall be fully satisfied and paid unto the said R. C. his, &c. which sum he the said R. C. at and before the ensealing of these presents, did disburse and lay out for the furnishing of the said M. S. with implements, utensils and other necessities, to be used and imployed in and about the manning, managing and dressing of the said Lands above-mentioned

to

to be demised, And further, that he the said M. S. his Executors Administrators or Assigns, or some of them, shall and will from time to time, and at all times hereafter, during the continuance of this demise, in good order of husbandry, let, sow, plant and employ the lands and premises hereby demised to the best advantage, according to the custom of the Country there used and to be used. And also shall and will at his and their own proper costs and charges, erect, build and set up in good order of workmanship, one convenient house, upon some most commodious place of the premises. And further, that he the said N. S. his, &c. shall not and will not at any time or times hereafter, during the continuance of this present Lease, demise or grant the premises to any person or persons whatsoever, for and during the term hereby granted, or any part thereof, without the licence of, &c. or make any wilful waste or spoil upon any the Cedar or Timber-trees now standing, growing or being, or which at any time hereafter shall stand, grow, or be upon the premises, or any part thereof, other than for their necessary use. Covenant for reparations, and for quiet enjoying, &c. Provided always, that if it should happen the said yearly rent to be behind, &c. or if default shall be made of or in the performances of any the covenants, grants, articles, payments and agreements herein contained on the parts, &c. that then and from thenceforth it shall and may be lawful, &c. In witness, &c.

A Lease from a Company.

THis Indenture made, &c. between, &c. witnesseth, That the said Master and four Wardens, by and with the assent and agreement of the more part of the most ancient and discreet persons of the said Fraternity, their Assistants, as well for and in consideration of the sum of, &c. have demised, &c. all that their Messuage, &c. To have and to hold, &c. yielding, &c. A Covenant for reparations, for emptying the sedges, widraughts and privies, to leave it in good repair, with all doors, locks, keys, bolts and glaz-windows, wainscots, partitions, and such like as shall be fixed, fastned and set within or about the premises, and are not removable by the custom of the City of London, without defacing, spoiling or destroying the same; and that it shall and may be lawful to and for the said Master, &c. their Rent gatherer, officers and assigns, to enter and come into and upon the premises, there to view, search and see the estate of the reparations of the same, and of the decays, and defaults there
 found,

found, to give or leave warning of the premisses afore-
 said to and for the said L. W. his, &c. to repair and amend all
 and every the said decays and defaults within the space of,
 &c. Provided always, that if it shall happen the said yearly
 rent of, &c. or if the said L. W. shall grant, assign or set over
 his, &c. to any person or persons without the, &c. of if the
 reparations of the premisses, or any part thereof, shall not be
 made and done within the space of, &c. above limited for
 the doing of the same, that then and from thenceforth in
 every or any the cases afore-
 said, this present lease and term
 of years shall cease, determine and be utterly void, and that
 then or at any time after, it shall and may be lawful to and
 for the said Master and four Wardens of the Fraternity a-
 fore-
 said, and their Successors for the time being, and their
 Rent-gatherer, Officer, or any other certain Attorney in
 their name, and to their use, into the premisses above de-
 mised, with the appurtenances, to re enter, and the same to
 have again, &c. and the said L. W. and all other occupying,
 &c. thereof, thereout to expel, &c. In witness, &c.

*A Lease from a Parson and Church-wardens, with a Covenant
 for building, &c.*

THis Indenture made between G. G. Dr. of Divinity,
 Parson and Proprietor of the Parish Church of, &c.
 J. M. and C. H. Church Wardens, of the Goods, Works,
 Rents and Ornaments of the said Parish Church of the one
 part, and C. L. of, &c. of the other part, witnesseth, That
 the said Dean and Chapier, and Church-Wardens, with
 the whole assent and consent of the Parishioners of the said
 Parish, for divers good Causes and Considerations them
 thereunto especially moving, hereafter in these presents
 mentioned. *viz.* As well for the new building and erect-
 ing of the Tenement which is ruinous and in decay, here-
 after in these presents, by them demised to the same W.
 as also for the increase of the yearly Rent of the said Te-
 nement being lately demised to, &c. deceased, have demised,
 granted, and to farm-letten, &c. unto the said W. N. all
 that Tenement, with a Garden lying on the backside there-
 of, belonging to the Parish of, &c. late in the tenure of
 &c. situate in, &c. between, &c. which said Tenement and
 a Garden on the South part thereof, containeth in length,
 from, &c. eighty four Foot assize, and in breadth from
 the North-corner of, &c. to the, &c. twenty foot of as-
 size. and in length, from the East-side of, &c. and from the
 South corners of, &c. to, &c. nineteen foot and two inches
 of

of Affize, and all Rooms, Chambers, Cellars, Sollers, Hooses, Gardens Yards, Entries, Easements, and all other Edifices and Buildings, with all and singular their appurtenances whatsoever to the said Tenement and Garden belonging, or appertaining, in as large and ample manner as the same were demised, used, and occupied by the said, &c. his Assigns, or any of them. To have and go hold, &c. yielding, &c. unto the Churchwardens of the Parish for the time being, and to their Successors, to the use of the said Church, the sum of, &c. at the, &c. And whereas the said Tenement is at this present in utter ruine and decay, and not meet to be inhabited, therefore the said W. N. for the consideration before mentioned, doth for him, his, &c. covenant and grant to and with the said Churchwardens, and their Successors, Churchwardens of the said Parish, by these presents, that he the said W. N. his, &c. shall and will for his most benefit and commodity, erect and new build the said Tenements, with good and well seasoned timber, within the space of, &c. and the same erected and built, shall and will sufficiently repair, maintain and keep, with all manner of reparations in and by all things whatsoever, as often as need shall require, during the said term. Covenant for re-entry upon non payment or non-repairing. Covenant for quiet enjoying. *Et similia.*

A Lease from a Town or Corporation to commence at the end of a former, with several Provisoos.

THis Indenture made between the Mayor, Bailiffs and Burgeses of the Borough and Town of, &c. in, &c. and H. T. of, &c. witnesseth, That the said Mayor, Bailiffs and Burgeses, by and with one full assent, consent and agreement, as well for and in consideration of the sum of, &c. to be paid unto the said Mayor, Bailiffs and Burgeses at the commencement of this present Lease, as also for divers, &c. and for and upon the conditions and provisoos, hereafter in these presents expressed, have demised, granted, set and to farm letten, and by these presents do, &c. unto the said H. T. all that their Burgage, Messuage and Tenement with the appurtenances, situate, lying and being in P. aforesaid, upon the East-side of a certain Close, there commonly called the, &c. late in the tenure of, &c. and also all that Shop, &c. and all and singular other the Houses, Edifices, Buildings, Barns, Stables, Shops, Rooms, Lofts, Folds, Courts, Yards, Back-sides

Curtillages, Commons, common of Pasture, and Turbary, Ways, Waters, Easements, Liberties, Profits, Commodities, Emoluments, advantages and appurtenances whatsoever, to the said Messuages, Burgage, Tenement or Shop, or any of them, or any part or parcel thereof belonging, or in any wise appertaining, or heretofore, &c. To have and to hold the said, &c. to the said, &c. from and after the end and expiration of one Lease heretofore made, &c. of the said premises unto J. T. late Father of the said H. T. for the term of, &c. yielding and paying therefore yearly during the said term, unto the said Bailiffs for the time being, and their Successors, to the use of the said Mayor, Bailiffs and Burgesses, and their Successors the annual or yearly rent of, &c. at the Feast of, &c. only, during the said term, or within, &c. next after the same, if it be lawfully demanded, either by publick notice or otherwise, for all manner of rents, boons, duties, suits, services and demands whatsoever; and if it shall happen the said yearly rent of, &c. that then and from thenceforth it shall be lawful to and for the said Mayor, Bailiffs and Burgesses, their, &c. into the said demised premises, &c. and the distress or distresses, &c. until such time as the said rent, &c. be fully satisfied and paid unto the said Mayor, Bailiffs, &c. and if no sufficient distress may or can be found in and upon the said demised premises or any part thereof, to satisfy the said rent with the arrearages thereof; or that the said Bailiffs for the time being, be interrupted or hindered to distress for the same, that then and from thenceforth, it shall and may be lawful to and for the said Mayor, Bailiffs, and Burgesses, their Heirs and Successors, or any of them, into the said demised premises, or any of them, with the appurtenances, to re-enter, and the same to have again, repossess and enjoy, as in, &c. this present Indenture, or any thing, &c. Covenant for reparations and to leave it so. Proviso, that in case of non-payment of the rent, or if the premises shall be assigned to any person not dwelling or inhabiting within the said Borough or Town, and who is not a free Burgess of the said Town, that then and from thenceforth, &c. Provided further, and upon this condition, that if it shall happen the said H. T. to dye without issue Male of his Body lawfully to be begotten, before the commencement of these presents, and before the payment of, &c. being the consideration a-
good

greed upon to be paid for the same, then if R. T. of, &c. or the issue male of his Body lawfully begotten, or J. T. or the issue male of his Body lawfully begotten, do pay to the said Mayor, Bailiffs and Burgesſes for the time being, their Heirs and ſucceſſors, the ſaid ſum of, &c. in manner and form, as aforeſaid, and alſo 20 l. to the iſſue female ſurviving of the ſaid H. T. if there be any ſuch then living within one year, then after their or either of their entry, that then and from thenceforth the ſaid R. T. ſhall be intereſſed in theſe preſents, to him and the Heirs males of his Body lawfully begotten, and for default of ſuch iſſue, to the ſaid I. T. youngeſt brother of the ſaid H. and of the Heirs Males of his Body lawfully begotten, he the ſaid I. T. or his iſſue male paying the ſaid ſum of, &c. to the ſaid Mayor, Bailiffs and Burgeſſes, and the ſaid ſum of, &c. to the iſſue female of the ſaid T. H. in ſuch manner and form, as is herein before expreſſed, limited and appointed; And for default of ſuch iſſue, then to the Heirs and Aſſigns of the ſaid H. during the reſidue of the ſaid term. In witneſs, &c.

A Leaſe for three lives, with a Letter of Attorney to take and give poſſeſſion.

THis Indenture made, &c. between, &c. witneſſeth, That the ſaid, &c. for and in conſideration of, &c. doth demife, &c. all that his Meſſuage and Tenement, with the appurtenances, and all and ſingular ſhops, ſellers, ſollers, chambers, rooms, entries, ways, yard, back ſides, lights, Eaſements, profits and commoditics whatſoever, to the ſaid Meſſuage or Tenement belonging or appertaining, or to or with the ſame uſed, occupied or enjoyed, late in the tenure, &c. ſituate, &c. *Habend*, the ſaid Meſſuage or Tenement, and other the premiſſes, with the appurtenances to the ſaid, &c. and to his Aſſigns, for and during his natural life, the remainder thereof to the ſaid F. his Wife, and to her Aſſigns, for and during the term of her natural life, the remainder thereof after the ſaid ſeveral deaths of H. and F. unto the ſaid S. for and during the term of her natural life: Yielding, &c. during the ſaid term or eſtates, and every or any of them, unto the ſaid I. his Heirs or Aſſigns, the rent of, &c. at the, &c. by even and equal portions, and yielding, and paying therefore unto the ſaid I. his, &c. for and upon any alienation, demife or grant of the premiſſes or of the greater part of them, and for and upon any change of Tenant or Tenants of the premiſſes, during the ſaid term or eſtates, or any of them, the

the sum of, &c. (*toties quoties*) for every Change, Alienation or Demise, in the name of a Fine for Alienation, the same Fine or Fines to be paid to the said, &c. at the Messuage or Tenement aforesaid, within the space of, &c. next ensuing the first of the Feasts aforesaid, which shall next come or happen to be after any such Alienation, &c. of the Premises or the greater part thereof. A Covenant that they the said H.P. his Wife, and S. their, &c. or some of them, shall or will at or before the, &c. expend, disburse and lay out, in, upon or about the building, repairing, strengthening or bettering of the said Messuage or Tenement, with the Appurtenances, and other the demised Premises, the sum of, &c. at or before the Feast of, &c. Provided always, that if it shall happen the said yearly Rent of, &c. or the said Fine or Fines that shall grow due, &c. at any time during the life of, &c. to be behind and unpaid, in part or in all, by the space of, &c. next after, &c. or if the demised Premises, or any part thereof, shall be in decay or unrepaired by the said space of, &c. next after notice given, that then the Estate of the said H. for and during his natural life, shall cease, determine and be utterly void and of none effect, to all intents and purposes; or if at any time after the decease or determination of the said Estate of the said H. and during the life of the said V. it shall happen the said yearly Rent of, &c. or at the said Fine or Fines to be behind and unpaid, &c. by the space of, &c. or that the said demised Premises shall be in decay, or want repairing, &c. by the space of, &c. that then likewise the said Estate of the said V. shall cease, determine, &c. and that then and at all times from thenceforth, it shall and may be lawful to and for the said I. his, &c. into the said demised Premises, with the Appurtenances, and into every part and parcel thereof to re-enter, and the same to have again, repossess and enjoy, as in his and their former Estate, and that thereupon this present Indenture of Lease to be void and of none effect, any thing herein, &c. And lastly, the said I. P. doth by these Presents make, ordain, constitute, authorize and appoint, and in his state and place put his trusty and well-beloved Friends P. W. and I. M. to be his true and lawful Attornies, jointly or severally for him, and in his stead and name, to enter into and upon the said demised Premises, or into or upon any part or parcel thereof, in the name of the whole, for him, in his name, and to his use to take and keep, and after such possession so had and taken, full and peaceable possession and seisin of the same Premises, or of any part or parcel thereof

thereof in the name of the whole, for him, in his stead and name, to give and deliver unto the said M. R. F. his now Wife, and S. B. or any of them, or to their or any of their certain Attorney or Attornies, in that behalf authorized, according to the tenor, purport, effect and true meaning of these Presents; ratifying, allowing and holding firm, all and whatsoever his said Attornies joyntly, or either of them severally, shall do, or cause to be done, in or about the Premises, by the tenor of these Presents. In Witness, &c.

A Letter of Attorney to deliver two Leases.

TO all to whom, &c. I W. L. of, &c. send greeting:
Whereas the said W. L. hath caused two several Indentures bearing date with these Presents, to be drawn and ingrossed, purporting several demises and grants from the said W. L. unto R. G. of, &c. the one of them purporting a demise of all that one Close, &c. (as in the Lease is recited) with their appurtenances, now or late in, &c. lying and being in, &c. To have and to hold the said several Closes and Premises, and every part and parcel thereof, unto the said R. G. his, &c. from the, &c. as in the Lease, yielding, &c. if demanded, and the other of them purporting a demise of all that Messuage, or Tenement, with the Appurtenances, &c. as in the Lease: To which several Indentures the said W. L. before the enfealing and delivery of these Presents, hath put his hand and seal. Now know ye, That the said W. L. hath made, ordained, constituted, authorized and appointed, and by these Presents doth, &c. his trusty and well beloved Friends R. S. &c. his true and lawful Attornies joyntly and severally, for, and in the name and place of him the said W. to enter and come into and upon the said several Grounds, and all and singular other the Premises above severally mentioned to be demised, or any part or parcel thereof, for, or in the name of the whole, and full and peaceable possession and seisin thereof to take and have; and being so entred, and thereof, or of any part thereof quietly possessed, then and there, for and in the name, and as the proper act and deed in the Law of the said W. L. to deliver to the said R. G. or his lawful Attorney or Assigns in that behalf, to his proper use and behoof, the said several Indentures, to which the said W. L. hath put his hand and seal, as aforesaid, and also to do, say, execute, execute, conclude, determine and finish, all and every other act and acts, matter and thing whatsoever, which is

and about the delivery of the same several Indentures, or either of them, shall be requisite and expedient to and for his said Attornies, or either of them, to do by all due and lawful circumstances so fully and effectually in every respect, as he the said W. L. might or could do, being personally present at the doing thereof: Giving and by these Presents granting unto the said, &c. the full and whole power, strength and authority of him the said W. L. in the execution of the Premises; and ratifying and allowing all and whatsoever the said, &c. or either of them shall lawfully do, or cause to be done in the execution of the Premises, for and in the name of the same W. L. as the proper act and deed of him the said W. L. It witness, &c.

An Assignment of certain Debts by an Administratrix to Creditors.

TO all to whom, &c. I E. B. of London, Wldow, Administratrix of all and singular the Goods, Chattels, Debts, and Credits which late were R. B. my Husbands deceased, send greeting. Whereas the said R. B. my said late Husband in his life-time stood indebted unto, &c. and unto every of them severally, in certain several Sums of Money: Know ye therefore, That I the said E. B. intending as much as in me lieth, to give content and satisfaction unto them, and every of them, Have given, granted, bargained, assigned and set over, and by these Presents do fully, clearly and absolutely, &c. unto the said, &c. and to every of their Executors, Administrators and Assigns, all and every the Book-debts, Specialties, Obligations and Writings Obligatory, Acquittances and Receipts named and mentioned in a Schedule, &c. which are due and owing unto me the said E. as Administratrix, as aforesaid, by one, &c. and one, &c. by what name or names soever they be called or known, and by such their Sureties, as in the said Obligations or Writings Obligatory, are named, as in and by the, &c. more plainly, &c. together also with all and every Sum and Sums of money, commodity, profit, benefit and advantage, that shall or may come, grow, or be had, made gotten or obtained, of or by the said Book-debts, Obligations, and Writings Obligatory, and every of them, and all my right, title, interest, property, claim and demand, of, in and to the same and every part thereof. And I the said, &c. for me, my Executors and Administrators, do Covenant, Grant and Promise, to and with the said, &c. and every them, their

and every of their, &c. by these Presents, That I the said E. B. have not heretofore released, or by any ways or means discharged, the said Book-Debts, Obligations, Writings Obligatory, Acquittances or Receipts, or any of them, or the several Sums of Mony in them comprized, or any part or parcel thereof; and I the said, &c. my, &c. shall not, nor will not at any time or times hereafter release, or by any ways or means discharge the said Book-Debts, Obligations, Writings Obligatory, &c. or the said several Sums of Mony, in them, or any of them contained, without the consent of, &c. first thereunto had, &c. And that I the said, &c. my, &c. shall and will permit and suffer the said, &c. jointly and severally, at their costs and charges, to commence, pursue and prosecute all and every such lawful Actions, Suits and Executions, which shall or may in any wise be commenced, prosecuted or brought against the said, &c. by reason of the said Book Debts, &c. and the same Actions, &c. shall and will avow, justify and maintain, without fraud or guile. And that the said, &c. their, &c. shall or may quietly have, possess or enjoy to their own proper Use and Uses, all and every such Sum and Sums of Mony, Executions, and the benefit thereof which shall be had, levied, recovered or obtained by reason of the same, and shall have power and authority in the name of me to acquit, release, &c. the said, &c. for touching, &c. the said Book-Debts, &c. In witness, &c.

A Letter for Composition of half-debts.

TO all whom, &c. we E.E. &c. Citizens, &c. of London, Creditors of P.P. &c. send greeting: Whereas the said P. P. the day of the date of these Presents, is and standeth justly indebted, and doth owe unto us the several parcels above-named, divers and several Sums of Mony, And by reason of the many Losses, great Hinderances, and other Damages happened unto him, he is utterly unable (as he affirmeth, and as appeareth unto us) to give other satisfaction for our said Debts, than by and with such Goods and Wares as are now remaining in his hands, and such Debts as are now at this present owing unto him, which we the said Creditors are unwilling to accept of, or any ways to intermeddle with, but have rather resolved and made choice to undergo a certain Loss, and to accept of 10 s. *per l.* or one half of the Debts by him owing unto us, to be duly paid in full satisfaction of our said Debts.

in manner and form following, *viz.* When and assoon as all and every of us the Creditors above-named, have Subscribed, Sealed, and in due form of Law delivered in this present Writing to the use of the said P. P. then he the said P. P. his Executors, Administrators or Assigns, shall pay, or cause to be paid unto every of us the said Creditors, our, &c. one fifth part of, &c. after the rate of 10 s. in the l. by these Presents agreed upon to be accepted of, in full satisfaction of our said Debts, and the remainder of our said Debts, after the rate and agreement aforesaid in six parts being divided, to be paid at six several payments half yearly, at such indifferent place and places, as we the said Creditors, and every of us, our, &c. shall nominate and appoint. The first payment whereof to begin and to be made on the, &c. next ensuing the date of these Presents. The second payment to be made, &c. Now know ye therefore, That we the said Creditors do Covenant and Grant and every of us for his own part, and for his own, &c. doth Covenant and Grant to and with the said P. P. his, &c. and to and with every of them by these Presents, That if the said P. P. his, &c. or any of them, upon the enscaling and delivery of this present Writing, by all and every of us the said Creditors, according to the effect and true meaning of these Presents, do and shall well and truly pay, or cause to be paid unto every of us the said Creditors, our and every of our, &c. the said fifth part of our said Debts, after the rate of 10 s. *per l.* according to the agreement aforesaid, at the, &c. without any fraud, covin or further delay: And also, if the said P. his, &c. for the more sure payment of the residue and remainder of our said Debts, after the rate aforesaid, in six parts to be divided, and to be paid at six several payments, at such days, time, place and places; and in such manner and sort as is above limited and expressed, do and shall at and before the, &c. become bound unto us, and every of us, our, &c. in double the Sum or Sums, in the Condition or Conditions, in the same Obligation or Obligations, or Writings Obligatory to be specified. And further, if the same Obligations and every of them, shall be delivered unto every of us, or the Assign or Assigns of us, and every of us, at or before the said, &c. at such indifferent place or places, as we the said Creditors, our, &c. shall nominate, that then from and after such payment made of the said first part of our said Debts, after the rate of 10 s. in the l. and after the same Obligation made and delivered unto us, for the several payments aforesaid, accord-

ing to the limitation, effect, tenor and true meaning of these Presents, we the said Creditors, and every of us the Executors, &c. shall and will hold our selves well contented and satisfied, for all such Debts as he the said P. P. his, &c. did formerly owe unto us, and every of us, before the en sealing of the same Obligations, and that then also we the said Creditors, and every of us, or the Executors, &c. within fourteen days next after the en sealing and delivery of the same Obligations unto us and every of us, according to the true meaning of these Presents, shall and will seal, subscribe, and in due form of Law deliver unto the said P. P. his, &c. one general release or other discharge of all debts, duties and demands whatsoever by the said P. P. unto us and every of us formerly owing or payable, from the beginning of the World, until some few days before the date of the same Obligation, so to be sealed and delivered unto us, as aforesaid. Provided always that these Presents, nor any agreement, matter or thing herein contained, shall be of any force or effect to bind or charge us, or any of us the said Creditors, which have, or shall hereunto agree, seal and subscribe, before the first day of, &c. next coming after the date of these Presents. In Witness, &c.

Another Letter of Composition.

TO all to whom, &c. We A. B. Creditors of, &c. send greeting : Whereas the said W. C. and W. I. are and do stand joyntly indebted, and do owe unto us the said Creditors divers Sums of Mony, which as it seemeth they are very willing to satisfy unto us, and every of us, as they and either of them shall be able. Nevertheless, we the said Creditors, and every of us who have hereunto sealed and subscribed (finding and perceiving that they the said W. and W. are much damaged and impoverished by many losses and hindrances through Chapmen and otherwise, whereby they are disabled to yield unto us full and plenary satisfaction for our said Debts) are contented and well pleased, and of our free motions do severally and respectively agree and bind our selves, our heirs, &c. to the said W. and W. by these Presents, to accept and take of them the said W. and W. their, &c. after the rate of, &c. in the pound; in full satisfaction of all such Debts and Sums of Mony, as they do joyntly owe unto us and every of us respectively, the same to be paid at four equal payments in four parts to be divided. The first payment thereof to be made, and to begin at, &c. (recite all the payments) so as the said W. and W. for the
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more sure and better payment of the several Sums as aforesaid, in recompence and satisfaction of our and every of our said several Debts, &c. after the rate of &c. in the pound, as aforesaid, their Executors or Administrators, do before the, &c. become joyntly bound with sufficient Sureties unto us, and every of us respectively, by Obligations in double the penalties in due form of Law to be made, sealed and delivered unto us and every of us, or to our and every of our use and uses, by the appointment of us and every of us, at such place and places as we and every of us shall differently nominate or prescribe. Provided always, that these Presents, nor any thing herein contained, shall be of any force or effect, to bind or charge us, or any of us, who have hereunto sealed and subscribed, unless and until all and every the residue of us the said Creditors above-named shall and do likewise seal and subscribe these Presents, at or before the, &c. next ensuing. In witness, &c.

A Letter of Licence and Composition for Payment at several times.

TO all, &c. we Creditors of, &c. send greeting: Whereas the said J.M. at this present time doth stand indebted, and justly oweth unto us the said Creditors divers and sundry Sums of Mony, which by reason of many Debts, and some of them very great, that are likewise justly owing him, and cannot be had and recovered without some respite of time, and some of them not without suit, he is very much disabled to make present payment unto us the said Creditors, of our whole and just Debt, as he seemeth willing and desirous. In consideration whereof, he instantly desireth and requirereth, that we the said Creditors and every of us, will be pleased to give and grant unto the said, &c. such liberty and respite of time, for the payment and satisfaction of our several Debts, as he thinketh reasonable, for the obtaining, getting and recovering of his said Debts, viz. that we and every of us would be contented to take and accept our said whole Debts, in three equal parts to be divided, and to be paid at three several payments, in manner and form following, viz. the first payment thereof to be one equal third part of the said whole debt, and to be made on the &c. the other two third parts thereof residue, to be divided into four equal parts, and to be paid at four six months then next following, viz. on the, &c. one equal part thereof, namely the other two, and one other fourth part thereof, residue

on the, &c. in full payment and satisfaction of the said several Debts: and for the more sure performance of the said several payments aforesaid, in such manner and form as is above limited and declared, according to the intent and true meaning of these Presents, he the said L. M. shall and will at or before the, &c. become bound unto us, and every of us the said Creditors respectively; by one Obligation in due form of Law to be made, with condition including all and every the said payments in such sort as is above limited, at some convenient place or places within the City of London, by every of us the said Creditors to be nominated and appointed, and the penalty of every Obligation to be double the whole sum included in the condition of the same to be delivered to us, and every of us, our, &c. at or before the, &c. next ensuing the date hereof. Know ye therefore, That we the said Creditors, whose names are here under subscribed, and every of us for his own part, and for his own, &c. for the consideration above specified and expressed, do by these Presents willingly consent, covenant, promise and agree to and with the said I. M. his, &c. by these Presents, that we the said Creditors and every of us, our, &c. respectively, shall and will accept and take of the said I. M. his, &c. all and every the said several Debts and Sums of Money by the said I. unto us and every of us owing and payable upon such Obligation and Obligations, Assurance and Assurances, as aforesaid, to be paid in such manner and sort, and at such days and times, as is above limited and required: And further, That we the said Creditors, and every of us, our and every of our, &c. respectively, upon the delivery of the said Obligation unto us, and every of us, our and every of our, &c. shall and will at the charge of the said L. M. his, &c. seal, subscribe, and in the due form of Law deliver unto the said I. M. one sufficient general Acquittance to be rendred by him the said I. M. his, &c. and to bear date and limitation before the day of the date of the said new Obligation to be made for the same Debt, and also for and upon every payment made according to the limitations aforesaid, and the intent and true meaning of these Presents, at the like charge of him the said I. M. his, &c. shall and will seal and deliver unto the said I. M. one sufficient acquittance to be rendred by him the said I. M. his, &c. testifying every such payment, as aforesaid, for the better discharge of him the said I. M. his, &c. and every of them in that behalf. Provided always, and upon condition nevertheless that these Presents, nor any promise, agreement, matter or thing here-

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In contained, nor any act or thing acted by us, or any of us, or formerly done, knowledged or suffered touching the Premises, or to be done, knowledged or suffered, shall be of any force or effect, to bind or charge us, or any of us the said Creditors, who have or shall hereunto agree, seal and subscribe, unless all, and until all and every the rest, and every of us the same Creditors above mentioned, do and shall likewise before the, &c. now next coming, subscribe, seal and deliver these Presents, in due form of Law, according to the intent and true meaning hereof, any thing herein conained to the contrary thereof in any wise notwithstanding. In witness, &c.

A Letter of Licence.

TO all to whom, &c. We M A. and R. B. Creditors of, &c. Citizen and Mercer of London, send greeting Whereas the said N. C. the day of the date hereof is indebted, and doth owe unto us the said Creditors, divers sums of mony, which by reason of some Losses unto him hapned, and divers bad Debts owing unto him, as he informeth us, he is not able presently to satisfie and pay, as he willingly would, but requireth our favour and respice of time for the payment thereof. Therefore know ye, That we the said Creditors above named, and every of us, moved with compassion, and the desire which the said M. hath to and for the contentation of our said Debts. have given and granted, and by these Presents do give and grant unto the said N. C. our sure and whole licence, liberty and safe conduct, as much as in us is, so also he the said N. may safely come, go and resort unto us, and every of us his said Creditors, to compound and take order with us, and every of us, for our and every of our said several Debts, without any let, trouble, suit, arrest, attachment, or other impediment to be offered or done to him the said N. his Wares, Goods or Merchandizes, or any of them, for and during the time and space of one whole month, next ensuing the date of these Presents; and if it happen the said M. N. in his person, Goods, Wares or Merchandizes, or any of them, within the said term of one month next coming after the date aforesaid, by us or any of us the said Creditors, or by any person or persons by or through the commandment, will, procuring, partnership, consent or knowledge of us, or any of us against the tenor, form & effect of this our present writing of safe conduct, in any ways to be arrested, sued, impleaded, vexed, hindered,
or

or attached, and thereof be not forthwith delivered or defended, and then he the said N.N. his Heirs, Executors and Administrators, shall be by virtue of these Presents for evermore clearly acquitted and discharged against him or them of us, by whom he the said N. shall, contrary to the form, effect and true meaning of this our present writing and safe conduct, be attempted, vexed, sued, attached, arrested or hindered, and thereof not forthwith released or defended, as aforesaid, of all manner of Actions, Suits, Debts and Demands whatsoever they be, from the beginning of the World, until the day of such Arrests, Suits, Attachment or Hindrance. In witness, &c.

Another Letter of Licence.

TO all, &c. We whose names, &c. Whereas A.B. &c. In divers several Sums of Money to us severally is indebted, and hath not wherewithal to satisfie us at present, and we and every one of us, minding to grant unto him favour and respite, for the payment of the same : Know ye, That we the said Creditors, and every one of us, being moved with compassion, and fully resolved of the good will and desire which the said A.B. hath to see the said several Debts, Duties and Sums of Money satisfied and paid, Have given and granted, and every one of us for his own proper debt and duty, part and portion severally, Hath given and granted, and by these Presents, &c. unto the said A. B. by whatsoever name, surname or addition he be called or known, sure, full and free liberty, licence and safe conduct, as much as in us severally is, in such sort as the said A.B. with all his Goods, Chattels, Debts, Duties, and other things whatsoever, freely, peaceably and quietly, at his own free choice, election and pleasure, shall or may go, come, abide and sojourn, pass and repass at all and every time and times from the day of the date hereof, during the term and space of three whole years now next coming, and fully to be compleat and ended. And we the said Creditors, all and every one of us severally, for himself, his, &c. do and doth severally covenant, promise and agree, That we the said Creditors, or any of us, or any other person or persons for us, or any of us, or by our or any of our authority, assent, consent or procurement, the said A. B. or any of his goods or chattels, or any other thing or things of his,

his, shall not or will not in any wise sue, arrest, implead, attach, imprison, condemn, trouble or molest, for or concerning satisfaction or payment, to be made unto us, or any of us, of our said several Debts and Duties, or of any part or parcel thereof, or for any other matter or thing whatsoever, which we, or any of us can or may have, pretend, or demand of, for or against the said A.B. or to find or provide for us any other Sureties or Security, for the satisfaction or payment of the said several debts and other things, or any of them, or any part or parcel thereof, other than all or every one of us now severally have or hath for the same, during the term aforesaid. And further, we, all and every of us Creditors aforesaid, are agreed and contented, and do covenant, &c. that if it happen at any time or times, he the said A. B. during the term aforesaid, in or by his Body, Goods or Chattels, by us or any of us, or by our, &c. contrary to the true meaning of, &c. to be any ways, &c. sued, &c. the said A. B. his, &c. shall be for evermore by these Presents clearly acquitted, &c. against him or them of us, by whom he or they shall contrary and against the tenor, form and effect of these Presents, be sued, arrested, &c. of and from all manner of Actions, Suits, Quarrels, Challenges, Debts, &c. In witness, &c.

A Declaration upon a Bond made in a third persons name in trust.

TO all, &c. I, &c. send greeting: Whereas C. and E. by their Obligations, &c. recite the Bond. Now know ye, that I the said I, do hereby acknowledge and confess, that although the said Bond is made and taken in my name, yet nevertheless it is so taken only upon trust and confidence in me reposed by I. L. of, &c. and E. his Wife, and to and for the uses, intents and purposes hereafter mentioned; that is to say, that he the said I. L. shall have, receive and take the use and benefit of the said 300 l. during the joynt natural lives of them the said I. L. and E. his Wife; and that the said principal Sum, with the interest thereof, after the decease of either of the said, &c. is to remain; and be to and for the use of the Survivor of them, and for no other end or purpose. In witness, &c.

A Declaration (by a Wife) concerning the disposition of a Sum of Money according to a power reserved to her by her Husband, before Marriage, well penn'd.

TO all Christian People, to whom this present Writing duplicate indented shall come, I E. T. Wife of R. T. of the Parish of, &c. in the County of S. send greeting: Whereas by an Indenture tripartite, made the 12 of May in the 16 year of, &c. between the said R. T. by the name of R. T. Citizen and Salter of London of the first part, and me the said E. by the name of E. M. Widow of the second part; and W. H. of the said Parish of Saint O. in S. aforesaid, Distiller, T. S. of the Inner Temple, London, Gent. J. A. of L. Clerk, and N. M. of the Parish of, &c. aforesaid, Clerk, of the third part; in consideration of a Marriage then shortly after to take effect; between him the said R. T. and me the said E. it appeareth, that at the time of the making of the said Indenture, it was then indented, concluded and agreed betwixt him the said R. T. and me the said E. that I the said E. or any other person or persons, whom I shall think good, nominate or appoint (notwithstanding the said Marriage shall take effect) should and might have the full and free disposing of the sum of one thousand pounds of lawful mony of England, and of the benefit and profit thereof, and every part thereof, from time to time, and at all times ensuing the said Marriage; and to that end, intent and purpose, he the said R. T. by the said Indenture did for himself, his Heirs, Executors, and Administrators, covenant, promise, grant and agree, to and with the said W. H. T. N. J. A. and N. M. and every of them, and the Executors and Administrators of them and every of them, that he the said R. T. his Executors, Administrators or Assigns, or some or one of them, should well and truly satisfy, pay and deliver, or cause to be satisfied, paid and delivered unto the said W. A. T. N. J. A. N. M. or to the Survivors or Survivor of them, or the Executors, Administrators or Assigns of such Survivors or Survivor, the full sum of a thousand pounds of lawful Mony of England, upon or before the first day of May, which shall be in the year of our Lord God, 1636. if I the said E. shall be living on the said first day of May, or within two years next after the death or decease of me the said E. or within three months next after the death or decease of the said R. T. at such of those cases which shall first and next happen, come or ensue

ensue after the date of the said Indenture, to be employed and disposed of to such person and persons, and to and for such use, uses, intents and purposes, according as I the said E. should at any time or times then following, during my life, think good, order, appoint, give, limit, devise or dispose of the same, or any part or parts thereof, or otherwise, according to the intent and true meaning of the said Indenture. And it was hereby further covenanted, granted, concluded and agreed upon, by and between the said parties to the said Indenture, and the said R. T. did thereby for himself, his Heirs, Executors and Administrators, and for every of them, covenant, promise and grant, to and with the said W. H. T. N. J. A. and N. M. and every of them, and the Executors and Administrators of them, and every of them, that the said sum of one thousand pounds, and every part and parcel thereof, should or might from time to time, be quietly had, taken, received and enjoyed, unto and by such person and persons, whom I the said E. should at any time or times during my life think good, limit, give, devise, order, appoint or dispose of the same one thousand pounds, or any part or parts thereof, either by my last Will and Testament in writing, or by any writing, purporting or intending to be my last Will and Testament, or by any other Writing to be signed with my hand, or to which my mark should be put, in the presence of two or more credible Persons as Witnesses thereunto, as in and by the said Indenture, among other Covenants, at large appeareth; which Marriage (by the Grace of God) sithence the making of the said Indenture, was solemnized and consummated, and no declaration as yet hath been made by me, concerning the disposing of the said one thousand pounds, or any part thereof, when it shall be due and payable: Now this present Writing witnesseth and declareth, that I the said E. T. hereby express my will and mind concerning the said one thousand pounds, when it shall become due, or be paid as aforesaid, to be as followeth; that is to say, If my said Husband R. T. be then living, and will become bound for himself, his Heirs, Executors and Administrators, by three several Obligations of one thousand marks apiece, unto them the said W. H. T. N. J. A. and N. M. or the Survivors or Survivor, or any of them, or the Executors and Administrators of such Survivors or Survivor respectively and severally, conditioned for the payment unto them of three several equal parts of the said one thousand pounds,

at the three such several and respective times or days, as my three Children by my former Husband shall attain to the Ages next hereafter mentioned, that is to say, K. M. unto the age of twenty years, and T. and W. M. shall attain or come to their several ages of twenty and one years, that then the said W. H. T. N. J. N. and N. M. and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, shall upon such Obligations entered into, as aforesaid, quietly suffer him the said R. T. to detain in his hands the said one thousand pounds, and every part thereof, until such several days and times, as the same shall be payable by the several conditions of the said Obligations, so to be entered into by him, as aforesaid, without paying or allowing any interest or consideration for the same, and the said one thousand pounds, so payable by such Obligations and Conditions of them, and by me dispensed withal as aforesaid, or otherwise sooner payable by the said recited Indenture, if my said Husband shall die, *viz.* within three months after his death, (in which case of the death of my Husband, I do give no manner of dispensation for the payment thereof,) I do hereby also concerning the same express, assign and appoint (if I shall not otherways hereafter declare and appoint) that is to say, that the said one thousand pounds (and the whole proceed thereof, not disposed of, as aforesaid) shall be, come and redound, to and for the use and benefit of my said three Children, for them severally and respectively to have and receive immediately after and upon their several Ages above-mentioned, by such several and equal third parts, as aforesaid: Provided always, and it is my meaning, and I do hereby appoint, that if any my said Children shall happen to die before any of their several and respective ages above-mentioned, that then such third part of the said thousand pounds, as should otherwise have been payable unto such Child, shall remain and be paid by equal portions unto the Survivors of them; and if one of them only survive, and the other two both of them happen to die before such their several ages, then both the parts hereby allotted unto them, shall wholly accrue and come unto such surviving Child only. And if all my said Children shall die before they come to their several ages, then my will and meaning is, that the said one thousand pounds, and the whole proceed thereof, shall come and be paid unto my loving Husband before-named, his Executors, &c. if I shall not otherwise hereafter dispose of the same, according to the power and authority to me reserved,

served, given and appointed by the said recited Indenture,
In witness, &c.

An Indenture reciting a Lease for a year, and a Grant of a reversion upon a trust, to several uses, reserving power to make Leases, and to revoke the trust.

THis Indenture made, &c. between A. B. and C. D. of the one part, and E. F. and G. H. of the other part, witnesseth, That whereas the said A. B. and C. D. by their Indenture bearing date, &c. made between the said A. B. and C. D. of the one part, and the said E. F. and G. H. of the other part, did bargain and sell unto the said E. F. and G. H. their Executors, Administrators and Assigns, all that, &c. to have and to hold all and singular the said Mannor, Messuages, Lands, &c. unto the said E. F. and G. H. their Executors, Administrators and Assigns, from the Feast of *S. Michael* the Arch-Angel last past, before the date of the said recited Indenture, unto the full end and term of one whole year from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore unto the said A. B. and C. D. their Heirs and Assigns, the Rent or Sum of five shillings of lawful Mony of *England*, on the Feast-day of the Nativity of *S. John Baptist* now next ensuing, as by the said Indenture may more fully appear; by virtue whereof, and of the Statute for transferring of uses into possession, the said E. F. and G. H. were and yet are possessed of the said Mannor, Lands, Tenements and Hereditaments, with all and singular the Premises, with their Appurtenances. Now this Indenture further witnesseth, that the said A. B. for divers good causes and considerations him thereunto moving, and the said C. D. by expresse direction and appointment of the said A. B. hereby testified, have granted, released and confirmed, and by these Presents do grant, release and confirm unto the said E. F. and G. H. their Heirs and Assigns, all and singular the said Mannors, Messuages, Lands, Tenements, Mills, Hereditaments and Premises, before in these Presents particularly mentioned, or which in and by the said recited Indenture were bargained and sold, or meant, mentioned or intended to be hereby bargained and sold to them the said E. F. and G. H. as aforesaid, with all and every of the Appurtenances, together with the said Rent of five shillings hereby reserved; and the Reversion and Reversions,

ous, Remainder and Remainders of all and singular the said Mannor, Messuages, Lands and Premisses, and every of them, and every part and parcel thereof, and all their and either of their estates, right, title, interest, use, possession, reversions, remainders, claim and demand whatsoever; of, in and to the said Mannor, Messuages, Mills and Premisses, and every of them, and every part and parcel of them: To have and to hold all and singular the said Mannor, &c. and every of them, with all their and every of their Appurtenances, unto the said E. F. and G. H. their Heirs or Assigns, to the several uses, intents and purposes hereafter in these Presents mentioned. that is to say, to the use and behoof of the said A. B. during his natural life, without impeachment of any waste, and with liberty and power to commit any waste, and after his decease to the use and behoof of I. B. now Wife of the said A. B. and the said E. F. G. H. and C. D. their Heirs and Assigns for ever, upon special trust and confidence that they the said J. B. E. F. G. H. or the Survivor or Survivors of them and their Heirs, shall and will make sale of all the said Lands and Premisses to the best advantage, and to dispose of all such Sum and Sums of Mony which shall be raised hereby, in such manner, and to such purposes as the said A. B. shall in his life-time, by any writing to be by him subscribed and sealed in the presence of two credible Witnesses or more, by his last Will and Testament in writing, declare or appoint. Provided always, and it is hereby agreed, by and between all the parties to these Presents, and by them declared to be their true intent and meaning, that it shall and may be lawful to and for the said A. B. at any time or times during his natural Life, to make any Demise, Lease or Grant, Demises, Leases or Grants by Indenture or Indentures, of all or any part of the said Mannor, Messuages, &c. either in possession or reversion, or otherwise, to any persons whatsoever, for any term or terms of years, or for the life or lives of any one or more person and persons, or for any term or terms of years determinable upon the death of any one or more person or persons, or for any other term or terms whatsoever, with or without any rent or otherwise whatsoever, as by the said A. B. shall be thought fit and convenient, and that from and immediately after the making of such Demise, Lease or Grant, Demises, Leases or Grants, the said E. F. and G. H. and their Heirs, during the life of the said A. B. and after his death, they the said J. A. E. F. G. H. and C. D. and the Survivor or Survivors of them, and their heirs shall stand and be seized of such part,

parts or so much of the said Mannor, Messuages, Lands, Tenements and Premisses, as shall be at any time or times hereafter leased or demised, as aforesaid, to the use of such person or persons respectively, to whom the same, or any such Demise, Lease or Grant shall be so made, of such Estate, Term and Interest, and in such manner and form as the same shall so happen to be leased or demised, according to the true meaning of these Presents, and of every such Demise and Lease, so that such Lessees or Grantees, during his or their several Lease or Leases, Grant or Grants, or Interests, do pay, or cause to be paid the Rents or Sums of Money reserved or appointed to be paid, and expressed in and by the Indenture of his or their said Lease or Grant to such person or persons, to whom the same from time to time shall by the purport and true meaning of these Presents belong or appertain, according to the purport and true meaning of the same Leases; any thing before in these Presents contained to the contrary thereof, in any wise notwithstanding. Provided also, and it is further agreed by and between all the parties to these Presents, and by them declared to be their true intent and meaning, that If the said T. G. shall at any time during his natural life be minded to alter, change or make void all or any the Use or Uses, Trust or Trusts hereby declared, or any of them, and shall to that purpose by any Writing to be by him sealed in the presence of two or more credible Witnesses, declare and signifye such his mind and Intention, That then and from thenceforth, from and after such signification and declaration so to be made, as aforesaid, such of the uses and trusts hereby limited, of, for and concerning the said Lands and Premisses, and the Profits of them, or of or concerning such part, and so much thereof, concerning which such declaration shall be made, shall cease, determine and become utterly void, frustrate and of none effect, and that then and from thenceforth the said E. F. and G. H. and their Heirs, shall stand and be seized thereof, or of such part thereof, concerning which such declarations shall be made, to and for such uses as such declarations shall limit, declare and appoint the same; and for default of such declaration or limitation, then to the use benefit and behoof of the said T. G. his Heirs and Assigns, and to and for no other use, intent or purpose whatsoever: any thing before hereto contained to the contrary thereof, in any wise notwithstanding.

Memorandum, That after the sealing and delivery of the Bargain and Sale within mentioned, by the said A. B. and C. D. to the within named E. F. and G. H. and after that the said E. F. and G. H. had accepted of the said Bargain and Sale, and had sealed and delivered the Counterpart as their Act and Deed, then this present Deed was sealed and delivered by the within A. B. and C. D. in the presence of, &c.

An Assignment and Letter of Attorney of several Bonds.

TO all Christian People, to whom these Presents shall come, I T. G. of, &c. send greeting. Whereas T. E. of, &c. I. H. of, &c. and Sir W. H. of, &c. in and by their Obligations, bearing date the, &c. do stand jointly and severally bounden unto me the said, &c. in the Sum of 800 l. with conditions thereupon endorsed for the payment of 406 l. on the thirteenth day of December, then next ensuing the date of the said Obligation, at or in the then Dwelling-house of W. C. in, &c. And whereas also T. B. Esquire; Sir E. S. Knight, and Sir T. M. Knight, in and by their Obligations bearing date the, &c. do likewise stand bound unto me in the Sum of 600 l. with condition thereupon endorsed for payment of 310 l. on the nineteenth day of November then next ensuing the date of the said Obligation, at or in the, &c. And whereas also, &c. as in and by the said several recited Obligations more at large it doth and may appear. Now know ye, that I the said T. G. for divers good and valuable considerations me hereunto especially moving, have granted, assigned and set over, and, &c. to W. P. of the Middle-Temple London Gent. all and singular the Bonds and Debts aforesaid, and have made, assigned, constituted and ordained, and in and by these Presents, do make, assign, constitute and ordain the said W. P. my true lawful and Irrevocable Attorney, in my name, but to the only proper use and behoof of him the said W. P. his Executors and Administrators, to ask, demand and receive of the said several Obligors bound by the said recited Obligations, the said several Sums of Money in the said recited conditions mentioned respectively, giving, and by these Presents granting unto the said Attorney full power and authority, if need shall be, to sue, arrest, attach, implead, condemn and imprison the said parties Obligors, and every of them, and their or every or any of their Bodies, Goods,

Goods and Chattels in execution to take, and out of execution to deliver, either upon satisfaction, composition, or otherwise, at the will and pleasure of my said Attorney; acquittance of any other discharges in my name to seal and deliver; Attorney or Attornies, one or more under him the said W. P. his Executors and Administrators, to make, substitute and revoke, and generally to do, execute, prosecute and determine all and every other act and acts, thing and things, whatsoever, which in or about the Premises, or any part thereof, shall be needful, necessary or convenient, as fully, wholly and effectually, and in as large and ample manner and form, to all intents and purposes, as I the said T. G. my Executors and Administrators, might or could do personally, without any account thereof to be yielded to me, my Executors or Assigns. And whatsoever my said Attorney shall do or cause to be done, in, about or concerning the Premises, I do by these Presents ratifie, confirm and allow the same: and also do for my self, my Executors and Administrators, Covenant, &c. to and with the said W. P. his Executors and Administrators, that the said recited Obligations, and every of them, now are and stand in full force and effect, and that neither I, my Executors and Administrators shall nor at any time hereafter, acquit, release or discharge them, nor any of the Monies due upon the aforesaid Obligations or any of the said parties Obligor bound in and by the said recited Obligations, or any of them, their or any of their Executors or Administrators, or any of them, of and from the same, or the Sums of Money in them or any of them mentioned, or any part thereof, without it be by the consent of the said W. P. his Executors or Administrators in writing. And further, that I the said T. G. my Executors and Administrators, shall and will ratifie, confirm and allow all such lawful Actions and Suits, and other things whatsoever, as he the said W. P. his Executors, Administrators or Assigns, or any of them, shall at any time hereafter bring, sue, commence, prosecute or proceed in or against the said parties Obligor bound in or by the said recited Obligations, or any of them. And lastly, that I, my Executors or Administrators, shall upon every reasonable request of the said W. P. his, &c. give to the said W. P. his, &c. such further Letter or Letters of Attorney, and power for the receiving and recovery of the Debts aforesaid, and every of them, as by the said W. P. his Executors or Administrators shall be reasonably demanded and required.

*A Condition upon the granting of a Tories quotties for
Replevin.*

W Hereas the above-named G.S. by virtue of his Office, as Steward of the Mannor of S above-named, hath granted forth a Precept for the replevyng and delivering of one bay Gelding of the Goods and Chattels of the above-bound G. S. unto him the said G. being now impounded by N. out of his Lease of Ground in, &c. and also to replevy the said Gelding of the said G. so often as he shall be impounded by the said N. or any of them; Now therefore the condition, &c. that if the said G. S. with effect do prosecute the said Action, and all other such Actions as shall be brought by him for the impounding of the said Gelding, and return the same so oft as return by Law thereof shall be adjudged, and him the said G. from time to time, and at all times hereafter, do and shall well and truly save, defend and keep harmless and indemnified against all Men for and concerning the granting of the said Replevin: Then, &c.

*A Condition that a Lords Bailiff shall give a true account of his
Bailiff-ship.*

T He Condition, &c. That whereas the Right Honourable, &c. hath constituted and appointed the above-bound J. S. to be a Bailiff in his Mannor of, &c. and Collector of his Rents, Revenues, Perquisites and Profits there, during his Lordships pleasure; if therefore the said J. S. by himself, or his sufficient Deputy, do and shall from time to time, for and during his continuance and exercise of and in the said Place and Office, demean himself therein, without voluntary concealment, fraud or deceit, towards his said Lordship, and do and shall yearly, during such his continuance and exercise at the Audits to be kept for his said Lordship, yield and make true and just Accompts to the Auditor for the time being, of the said Mannor and Premises, and also make currant payment and satisfaction to his Receiver of the Premises for the time being, or other Officer or Officers in that behalf to be authorized and appointed, at or before every such Audit and Audits, of and for all and every such Sum and Sums of Mony, Rents, Revenues,

ues, Fines, Issues, Goods, Chattels, Profits and Perquisites as then shall have come to the hands of the said J. S. his Deputy or Deputies, or as he or they ought justly to be charged withall to his said Lordship, for or in respect of the said Office or Place: That then, &c.

A Condition to pay Childrens Portions and Shares of their deceased Fathers Estate.

THe Condition, That If the above-bound R. Y. his, &c. pay and deliver, or cause to be paid and delivered unto the above-named W. E. and M. natural Children of the above-named N. late of R. aforesaid, their late Father deceased, their several filial portions or childes parts of the Goods and Chattels of their said late Father deceased, according to the Inventory thereof, and also accompt and render unto them their just shares of all other their Rights due unto them by virtue of the last Will and Testament of their said Father, when they come to the full Age of twenty one years, or happen to be married; and also honestly, according to their degrees, educate and bring up the said Children, during the time of their Nonsage, with Meat, Drink, Apparel and Learning; and if it happen any of the said Children to die before they come to full Age, or to be Married, then if the said R. Y. do content and pay the Portion, and other Rights of him, her or them so dying, to whom the Law shall appoint the same to be paid, or who by proximity of Blood ought to have it, and also save and keep harmless the above-named, &c. Commissary, and all other the Officers: That then, &c.

A Condition that the Heir shall make no claim.

THe Condition, &c. That whereas R. G. of, &c. Father of the above-bound R. is possessor of one Messuage or Tenement, and certain customary Lands thereunto belonging, holden of the Right Honourable, &c. as of the Mannor of, &c. called or known by the name of, &c. now in the occupation of, &c. out of which Messuage or Tenements is issuing the yearly Rent of, &c. and whereas the said R. the Son, for and in consideration of a certain competent Sum of, &c. to him the said R. by the said J. well and truly contented and paid, whereof and wherewith the said R. acknowledgeth him.

himself fully satisfied, hath granted and agreed that the said J. (by and with the consent of the said R. the Father) shall have and enjoy to his own use for ever, the said Messuage or Tenement, Lands and Premises, and all the Estate, Right, Title and Interest, which the said R. the Son now hath, or at any time hereafter, may might, should or ought to have, of, in and to the same, from, by or under the Right, Title or Interest of the said R. the Father, or as Heir unto him. If therefore the said R. the Son, his &c. nor any of them, do nor at any time hereafter make or cause to be made any claim or demand, of, in or to the said Messuage or Tenement and Premises, or any part thereof, from and after the decease of his said Father, but do permit and suffer the said J. G. his, &c. and every of them, to have, possess and enjoy, to his and their own use for ever, the said, &c. and every part thereof, without any let or disturbance of or by him the said R. the Son, his, &c. or of or by any other person or persons, or by his, their, or any of their acts, means, consents or procurements, clearly released, acquitted and discharged of and from all Incumbrances whatsoever, by him, them or any of them had, made, committed or done, or to be had, made, committed or done in any wise: That then, &c.

A Condition to appear before the Justices of Peace, &c.

Condition, &c. That if the above bound S. T. do personally appear in the custody of the Balliff within written, or his Deputy, before the Justices, &c. the Monday next after the Nativity of S. John Baptist, at the Town of, &c. to find there before the said Justices, good and sufficient Sureties for the Peace, and to behave and bear himself well and peaceably against, &c. and in the mean time keep the Peace of the Common-wealth, and from thenceforth save and keep harmless the within named, &c. for and concerning the Premises: That then, &c.

A Condition to suffer ones wife to make a will, and to surrender a copy-hold to his and her use.

THe Condition, &c. That whereas there is a Marriage, &c. Now if the said J.F. do and shall after the celebration of the said Marriage, and during the Coverture, permit and suffer the said F.S. to make her last Will and Testament in writing, or otherwise, and by the same to give and dispose of the Goods and Chattels, or ready Mony of him the said J.F. to the value of, &c. or under, at her will and pleasure, to such and such persons, and for such intents and purposes as she the said S. shall by the same Will nominate and appoint; and also if the said J.F. his, &c. (after the said Will shall be so made and published under testimony of sufficient Witnesses) do and shall well and faithfully execute and perform the same Will, or suffer the same to be duly executed and performed, according to the intent and true meaning of the said S. F. and also if the said J. F. do and shall at the next Court to be holden for the Mannor of, &c. surrender into the hands of the Lord of the said Mannor, according to the custom of the same, all that his Mansion-house, &c. to the use and behoof of the said J.F. and S.F. for and during their natural lives, and the life of the longest liver of them, and after the decease of the Survivor of them, then to the use and behoof of, &c. That then, &c.

A Letter of Attorny to receive Mony due upon several Bonds, allowing the Attorny his reasonable Charges, and out of that Mony which he shall receive, to satisfy himself of such Monies as are due to him which makes this Letter.

TO all Men to whom these Presents shall come, W.R. of Tattersel in the C. of Lincoln Yeoman, sendeth greeting. Know ye, That I the said W. R. for divers good, sufficient and reasonable causes and considerations me hereunto moving, but especially for and in respect of certain several Sums of Mony heretofore to me paid by C. H. of T. in the said C. of Lincoln, Gentleman, have authorized, constituted, nominated, made and ordained, and by these Presents, do authorize, constitute, nominate, make, ordain, and in my place put in the said C. H. my true, faithful, lawful, undoubted and irrevocable Attorny, from henceforth for me and in my name to ask, receive, gather and take all such Sum and Sums of Mony, as are already due,

or hereafter shall or may become due unto me the said W. from any person or persons herein hereafter mentioned and expressed; as also all such Sum and Sums of Mony as were due unto E. my now Wife, in her Wldowhood, or hereafter may or shall be due unto her by any person or persons whatsoever, and herein hereafter mentioned and expressed, by vertue of any Bill, Bond, or any other writing or ways whatsoever, that is to say, to ask, gather, receive and take of A. B. of C. in the C. of E. Yeoman, the Sum of ten pounds of lawful English Mony, due unto me by verture of one Bond or Writing Obligatory, from the said A. B. to me the said W. R. dated the last day of *June* last past, before the date hereof, as in and by the condition of the said Obligation, reference being thereunto had, more plainly and at large it doth and may appear, and also forty shillings of lawful English Mony, from, &c. Then name every particular Sum, and set them down according to their severall Names, Sums and Dates as they are, and insert these Covenants following, as in and by the severall conditions of the said Bonds, whereunto relation being had, more plainly and at large it doth and may appear: for the recovery of all which said severall Sums of Mony, which shall arise or grow due unto me the said W. R. by vertue of any or either of the said Bonds, yet in arrears, due and unpaid, I do by these Presents give full power and authority unto the said C. H. for me, and in my name, and to my use as aforesaid, to receive, and upon non-payment of them or any of them, to bring, sue and prosecute, for me and in my name, all and all manner of Actions whatsoever, as well real as personal, and the same to prosecute and follow, by Suit, Arrest, Imprisonment, Judgment, Condemnation, Execution or otherwise: And one Attorney or more for the doing of the Premises, to make, and the same at his will and pleasure to revoke, and new in his or their place to put, in as large and ample manner as I might do, if the same were by me in proper person done, commenced, sued or taken, to the only benefit and behoof of me the said W. R. allowing to the said C. out of the said Sum or Sums of Mony, so by him received, his reasonable, lawful and necessary expences and charges laid out or disbursed in hand or otherwise, in and about the recovery, getting and procuring of the said Sums of Mony, or any of them, with allowance and payment of all such Reckonings, Sum and Sums of Mony as are due to him the said C. by me the said W. as shall or may appear upon any Reckoning, Bill, Bond or otherwise, under my Hand and Seal, or by sufficient Witness. And I do by these Presents

sents, covenant, promise and grant, to and with the said C. his Executors, &c. that I, my Heirs and Assigns, shall and will at all times hereafter, ratifie, confirm and allow whatsoever my said Attorney shall do or cause to be done in or about the Premises. In witness, &c.

A Copy of a Lease to try a Title.

THis Indenture made, &c. between, &c. witnesseth, That the said A.B. for divers good causes and considerations him hereunto especially moving, hath demised, granted, and to farm-letten, and by these Presents doth demise, grant, and to farm let unto the said W.M. all that Messuage or Tenement with the Appurtenances, situate and being in N. aforesaid, and all Houses, Edifices, &c. now or late in the tenure or occupation of C. D. or his Assigns. To have and to hold the said Messuage or Tenement, and Premises, with the Appurtenances before by these Presents mentioned to be demised, &c. for three years or more, &c. yielding and paying, &c. being lawfully demanded: Provided always, and upon this condition, That if the said A.B. his Executors, Administrators or Assigns, or any of them, do well and truly pay, or tender, or cause to be tendered or paid unto the said W.M. his Executors, Administrators or Assigns, at any time, during the continuance of this present Demise, the Sum of 12 d. of lawful English Mony, That then and from thenceforth this present Indenture, and every Article and thing therein contained, shall be utterly void, and of none effect: And that then also, and from thenceforth it shall and may be lawful to and for the said A. B. his Executors, Administrators and Assigns, or any of them, into the said Messuage or Tenement, and Premises, with the Appurtenances, and in every part and parcel thereof, to re-enter, and the same to have again, repossess and enjoy, as in his and their former Estate; any thing in these Presents contained to the contrary thereof, in any wise notwithstanding. In witness whereof, &c.

A Discharge made to the Sheriff (for a Prisoner) from him to whom the Prisoner is indebted.

KNow all Men by these Presents, That I A.B. of C. in the C. of L. have remised, released, acquitted and discharged, and by these Presents do for me, my Heirs, Executors, Administrators and Assigns, remise, release, and fully and absolutely acquit and discharge T. J. High-Sheriff of the C. of L. afore-

aforefaid, and I. B. his Under-Sheriff, their Heirs, Executors, and Administrators, of and from all and all manner of Escapes, as well voluntary as negligent, and of and from all Actions, cause and causes of Actions, for or concerning the enlarging or setting at liberty of the body of I. S. taken at any Suit by virtue of a *Capias ad satisfaciendum* to the said Sheriff directed of 8 l. debt, and 15 s. costs of suit, returnable in the Court of Common-Pleas, in Hilary-Term last past : and I the said A. B. do hereby discharge the said Sheriff from all actions, reckonings, duties and demands whatsoever, concerning the executing of that said *Capias ad satisfaciendum*. In witness whereof, &c.

An Indenture of Partition, wherof two have taken a joynt Lease of Messuage and Lands, &c.

THIS Indenture made the fifth day of June, in the year of our Lord God, according to the account used in England, one thousand, six hundred fifty and one, between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas the said A. B. and C. D. do hold joyntly for term of certain years, yet during and unexpired, all that Messuage, Tenement or Farm-house called, &c. situate in B. in the County of, &c. and all Houses, Edifices, Buildings, Barns, Stables, Orchards and Gardens thereunto belonging, with their Appurtenances; and also all those several Closes of arable Land, called or known by the name of, &c. and containing by estimation, &c. and all that great Meadow, situate, &c. containing, &c. and all those parcels of Cow-pasture, next adjoining to, &c. called, &c. and containing, &c. And all that parcel of Wood-ground called B. Wood, with divers other parcels, with all and singular Profits and Commodities thereunto belonging or appertaining, by one Indenture or Demise bearing date the, &c. made between W. L. of, &c. Gent. of the one part, and the said A. B. and C. D. of the other part; yielding and paying therefore the yearly Rent of, &c. at two usual days of payment in the year, that is to say, &c. by equal portions : And the said A. B. and C. D. do hereby covenant to pay the said Rent of, &c. in manner, &c. and also for and during the said term to repair the said Messuage, and all other the Premises, as also the Hedges, Ditches and Mounds, belonging to the demised Premises, and at the end of the said term, do covenant to leave the same well and sufficiently repaired in the hand of the said W. L. his, &c. as in and by the said Indenture of Demise, relation being there-

thereunto had, It doth and may more fully and at large appear.

Now this Indenture witnesseth, That the said A. B. and C. D. have with their full and whole consent, and by and with the advice and assistance of E. F. of, &c. and G. H. of, &c. by them respectively chosen for that purpose, made an equal division and partition of the said demised Premises, into two equal parts or moieties, to the end, intent and purpose that the said A. B. and C. D. and their several and respective Executors, &c. may have, hold, occupy, possess and enjoy the said equal parts and moieties of the said demised Premises, during the remainder of the said term, in manner and form following, that is to say, that he the said A. B. his Executors, &c. shall and may during the remainder of the said term, have, hold and enjoy the moiety, partition or half-part of the said Messuage or Tenement, Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands and Premises, as the same are divided and set apart as aforesaid, that is to say, all those several Rooms situate at the West-end of the said demised Messuage, called by the name of the, &c. the, &c. the, &c. and all that great Barn situate at the, &c. and all that, &c. (so naming every parcel, as allotted) in full recompence of his due part and portion between them, of the said demised Premises; and that the said C. D. his Executors, &c. shall during the remainder of the said terms, have the other moiety, portion or half-part of the said Messuage or Tenement, Houses, &c. as the same are divided and set apart, as aforesaid, that is to say, all those several Rooms situate at the East-end of the said Messuages, &c. (as above named the parcels) in full recompence of his due part and portion between them of the said demised Premises. To have and to hold to either of the said parties, their Executors, &c. severally, as is above-said, from the day of the date hereof, unto the full end and term of, &c. And it is covenanted, granted and agreed by and between the said Parties, that the said yearly Rent of, &c. to be due to the said W. L. or his Assigns, from time to time during the continuance of, &c. shall be equally paid between them the said A. B. and C. D. their Executors, Administrators and Assigns, as Tenants of the said demised Messuage and other the Premises, from time to time, during the said term, either of them for the said part and portion allotted, as is aforesaid. And the said A. B. for him, his, &c. doth covenant, promise and grant, to and with the said C. D. his, &c. to save, defend and keep harmless and indemnified the said C. D. his Executors, &c. of and from all prejudice,

dice, loss or damage which shall happen or come unto him the said C. D. his, &c. for or by reason of any breach of any of the covenants and agreements specified and comprized in the said Indenture of Lease, or other thing whatsoever which shall or may be had, made, done, committed, omitted or suffered by him the said A. B. his, &c. for or in respect of his said moiety, or half part of the demised Premises or any part thereof. And the said C. D. doth for him, his, &c. covenant, promise, grant and agree, to and with the said A. B. his, &c. *ut supra*.

And for the true keeping, performance and observation of all and singular the said partitions, covenants, conditions, payments, agreements and articles herein before expressed, either party bindeth himself, his Heirs, Executors, and Administrators, to the other by these Presents, in the sum of, &c. In witness, &c.

Judge Cook his Articles, which the Chief Constables of every Hundred are to observe and answer unto at the beginning of every Assize, viz.

I *Asprimis*, What Felonies have been done within their Hundred from the Assizes next before ; against whom, and at what time, and wherefore ; and what pursuit hath been made for the Felonies, and in whom default of pursuit of Felonies hath been ?

2. *Item*, What vagrant and suspected Persons have been apprehended, within that time within their Hundred, and what hath been done with them, and by whose fault any such Persons have escaped from apprehension, and how the Watches have been kept in every Township, between the *Ascension* and *Michaelmas*.

3. *Item*, What Recusants are within their Hundreds, and come not to the Church according to the Law ?

4. *Item*, What decay of Houses, Husbandry, hath been since the beginning, &c. within their Hundreds, which had twenty Acres of Land, Meadow and Pasture to them ; when decayed, and by whom ?

5. *Item*, What Grounds within your Hundreds that have been used to be tilled ordinarily, any twelve years since the beginning, &c. been turned from Tillage to Pasture, by whom, and when ?

6. *Item*, How many Ale-Houses be in that Hundred, and in what places, and where they be ? How many be Licensed, and by whose License, and how many without License, and who

who they be, and whether punishment have been done to the Offenders, according to the Statute?

7. *Item*, Whether such Ale-Houses as are licensed, do observe the Articles prescribed to them?

8. *Item*, Who have made any Introgging, fore-stalling or regrating within their Hundred, and whereof, and where put in ure?

9. *Item*, Who they be that made Malt to sell, of Corn not being of their own Tith or Bent-Corn, not being licensed thereunto, according to the Statute lately made?

10. *Item*, To observe and answer how Vagabonds are taken up and punished, and to see how the Impotent Poor are provided for, without being suffered to wander abroad for relief out of their Parish.

11. *Item*, You shall enquire of what value and sufficiency of estate and discretion, the Petty-Constable is within every several Town within his County, that hereafter no Man be admitted to be a Petty-Constable, except he be a Subsidy Man, and of good understanding.

12. *Item*, You shall enquire and present all Masters that shall retain their Servants out of the general Petty-Sessions, or give greater Wages than shall be set down by the Justices, and whether the Petty-Sessions be duly kept at the times accustomed, so as none may be retained but in Petty-Sessions, except it be in cases of necessity, and then the said retainer to be known unto the Chief Constable of the Hundred, and to be entred into their Book.

13. *Item*, You shall give warning to every Petty-Constable, that every one in his or their several Parish or limit, do take heed that no Cottage be new bullded, that every Constable when he shall see any Stuff or Stone, Clay or Timber provided by any Inhabitants within his Parish, and minded to build a Cottage, shall speedily give notice thereof to the Justices of Peace for that limit, that the said Justices of the Peace may take present order for the suppressing thereof.

14. *Item*, If any Lord or Freeholder, out of his private devotion, or otherwise, shall build or erect any Cottage, not laying thereunto four Acres of Lands, according to the Statute, then the Justices of the Peace shall take order, that the said Lord or Freeholder shall maintain the Poor that shall inhabit in the said Cottage; and if the said Lord or Freeholder shall refuse so to be ordered, then the said Justices of the Peace shall take recognizance of such Lord or

Free.

Freeholder, for their appearance at the next Assizes, and general Goal-delivery, to answer for his refusal and contempt, as for the building of the said Cottage.

15. *Item*, You shall make diligent inquiry, what unlawful Games, Drunkenness, Whoredom, Incontinency, Evil, Vile and other Disorders, be committed by Masters of Households in their several Families, or by their Children or Servants for want of good government of the Householders, and to present the same; for that upon the good ordering of private Families, the Common-wealth doth depend.

16. *Item*, You shall make diligent inquiry, what Servants before the time they were retained to serve, were turned out of service, and for what cause the Servant is so turned away; for that thereby many become Rogues, and Idle Persons; and to present the same, to the end Masters may be punished for such offence, according to their demerit in that behalf.

17. *Item*, To enquire of all Purveyors and Poulterers which buy any Victuals, and sell the same again at unreasonable Rates.

18. *Item*, To enquire of all Dove-houses erected or maintained by any not being Lord of the Mannor, or Parson of the Town.

Points of Law by R. O. concerning Lord and Tenant, &c.

1. IF the Lord take away any part of the demised Premises, and exclude the Tenants by Walls, &c. it is an extinguishment of his Rent.

2. If a Land-lord covenant with his Tenant to rebuild any Room, and do not, whereby the Tenant receiveth loss, the Tenant may have an Action upon the Case, upon his Parol-covenant, wherein he may recover what he can prove himself damaged.

3. If the Land-lord hath manure lying in the ground of the Tenant, and except it not at the demise, the Tenant may dispose the same as he sees cause for his own convenience; for being a place for a manure Hill, the Tenants necessary will require use of it: and that the Tenant may better and safer dispose it, let him mix some of his own manure with it, and then he may either sell it, or lay it upon what ground he will.

4. The Land-lord digs a Saw-plot, &c.

After the ground let, it is the Tenants, and he may have an Action against any that during that time, without his consent meddles with it.

5. The

5. The Landlord after the demise, lops, tops, cuts and sells Timber, Willows, Sallows, Thorns and other Wood; during the Lease the Landlord cannot without consent of the Tenant meddle with the Woods, nor being excepted in the Lease.

6. The Tenant may cut any Water-boughs, Thorns, Willows, Alders, &c. for necessary Hedge-wood, Fire-wood, but not to sell; and if he left Ashes, 'tis an Action of Waste in the Tenant.

7. If the Landlord lay Hay in any room of the Tenants, &c. and the Tenants Man or Maid, or himself, fodder his Cartel with it, what remedy hath the Landlord against the Tenant, and the Tenant against the Landlord?

An Action lieth against the Lord for laying his Hay there; but the property of the Hay there is still notwithstanding in the Landlord, and if the Tenant fodder his Cartel with it, the Lord hath his Action.

8. If a Man let a Cow to hire, and after take her to the Market to sell, and do not, an Action of Trespass lieth against the Owner for driving of her to the Market.

9. If he to whom the Cow is letten sell the Cow, and tender the Mony to the Owner, what danger to him that sold her?

The Cow is to be returned, and not her price; and if the Lord refuse the price, he may bring his Action, but shall recover but her worth.

10. If the Lord promise to put in repair any Houses, &c. and do not, if any of them fall down for want of mending, what remedy hath the Landlord against his Tenant for not repairing the same?

An. If any of these things that the Lord was first to put in repair, and did not, decay, the Tenant is not bound to repair them; and if by permission they come to ruine, it is the Landlords fault, and the Tenant is free.

11. If the Landlord promise to fence in a piece of ground, where the Tenant is to sow Hemp and Corn, and do not, but so as the Tenants Goods cannot be kept out, but destroy his Corn,

An Action upon the Case lyeth against the Lord upon the promise.

12. Cutting up Timber-trees, Fruit-trees, Hedge-row-trees that shelter the Houses, are waste; the Tenant hath interest in the rest, if not excepted.

13. A. B. hath his Horse strayed from him, and finds him in the custody of C. D. and demands him of C. D. finding him in C. D. his draught, and C. D. will not deliver his without

out 8 d. per Week allowance, and by delays detains the Horse till the year expired.

A. B. may recover his Horse by Detinue, or Action upon the Action of Trover and Conversion, wherein he must prove the property of the Horse to be his, and the other will be allowed fitting recompence for his Food, but no longer than until he was owned, and amends tendered.

14. If a Tenant upon an Arbitrement give a Release to the Landlord, whether will that Release free any other that the Landlord hath caused to wrong the Tenant?

Ans. For any thing that any other hath done joyntly with the Lord, wherein the Tenant was indamaged, this Release may be pleaded in Law, but not in Actions done by any other without the Lords joyning.

A Charter-party with extraordinary Covenants and Clauses therein contained.

THis Charter-party made and indented the three and twentieth day of *August*, in the Year of our Lord God, one thousand six hundred thirty and eight, according to the new stile, between H. C. of *Sligo* in the Kingdom of *Ireland*, Merchant, of the one part, and R. T. of *Newcastle upon Tyne*, Master, under God, of the good Ship called the *William* of *Newcastle*, burthen fourscore Tuns, or thereabouts, of the other part, witnesseth, That the said Master hath letten to freight the said Ship unto the said Merchant, and to the said Merchant hath hired her for a Voyage (by Gods grace) to be made in manner and form following; that is to say, the said Master, for him, his Executors, Administrators and Assigns, doth covenant, promise and grant unto and with the said Merchant, to take, receive and load in his said Ship, the *William*, all such Goods and Merchandizes, as the said Merchant shall please to put aboard her, and the said Ship can conveniently carry, over and above her Victual, tackle and Appurtenances, and with the next good Wind and Weather which God shall send, to depart hence, and sail directly for the Island of *Scotland*, called by the name of the *Lierwies*, to a Port lying there called *L. of Holiard*, or to any other convenient Port or Harbour in the said *Lierwies*, where other Shipping goeth to take in Fish as the said Merchant shall appoint, and there with all expedition to discharge all or any of the said Goods, and relade Fish to the full and sufficient loading of the said Ship; and being dispatched, to depart thence,

thence, and sail directly for the *Downs*, or any other Place or Places, Port or Ports where the Merchant or his Assigns shall please to order him, there to discharge and deliver the said Fish, and other Goods whatsoever, laden by the said Merchant or his Assigns in the said Ship, and so to finish and end the said intended Voyage: And the said Merchant, for him, his Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said Master, not only to go with him in person for the said *Lieues*, and there to load the Ship with Fish, or any such other Goods as he shall please, and thence to sail with them for the Place or Port of their discharge; but also then and there before the Bulk-breaking to give sufficient security unto the said Master for the payment of his Freight; and after safe delivery of the said Goods, to pay for Freight fifty pound Sterling *per* month, for so long time as the said Ship hath been in Service of the said Merchant, the days less than a month after the same rate, the months pay to begin on *Friday* next, the seven and twentieth day of this present month, and to end when the last Goods are delivered out of the said Ship, at the place of her right discharge, and the said Freight to be paid within — days at the longest, with averge and primage, according to the custom of the Sea: And moreover, the said Merchant doth promise to provide the said Master a sufficient Pilot to bring the said Ship in and out of the *Lieues*, and to pay all other Pilorage, Anchorage, and other Duties which in any Port or Harbour during the said Voyage, shall or may be claimed in respect of the said Ship and Goods, and to provide the said Ship of sufficient Convoy, if he the said Merchants or his Assigns do require that the said Ship shall make her discharge in any unfree place: Provided that the said Master in his going for the said Islands or *Lieues* is to put into *Tinmouth* Haven, there to victual and provide himself, which time from his first coming in, until his coming out again to Sea, is not to be reckoned to the Merchants charge: And the said Master doth promise and warrant his Ship to be strong and stanch, and to Man and Victual her fitting to perform the said Voyage, with all other necessary Appurtenances, For the true performance of all which Premises, the said parties do bind themselves unto each other in the penalty of 500 *l.* Sterling, to be paid by the party defective unto the party observant.

And it is agreed by and between the said parties, that the monthly Freight above-mentioned shall run and continue

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until

until the same Freight be fully paid ; and that the said Master shall not abide or carry in *Tinmouth-Haven* longer than six days, if Wind and Weather serve. Provided that the half-Deck and fore-Castle is to be for the Masters use and stowage.

In witness whereof, the said parties unto two Charter-parties of this Tenor, interchangeably have put their Hands and Seals ; dated in, &c. the day and year above-written.

A Deed to revoke several uses in settlement, according to a power therein reserved.

TO all Christian People to whom this present Writing shall come, Sir R. C. of *Stefford* in the County of *Lincoln* Baronet, sendeth greeting in our Lord God Everlasting. Whereas in and by one Indenture bearing date, &c. and made between Sir R. C. on the one part, and I. S. Gentleman, Servant of the said Sir R. C. on the other part, There is (amongst other things) one proviso contained in these, or the like words, in effect hereafter following, (that is to say) Provided likewise, that it is hereby further declared and agreed by and between the said parties to these Presents, and the true intent and meaning of them, and of these Presents is, That if the said Sir R. C. shall at any time hereafter during his natural life, be minded or purposed to alter, determine, revoke or make void all or any of the Use or Uses, Estate or Estates, Trust or Trusts herein before-mentioned, declared, limited or appointed, and shall by any Deed or Writing to be by him the said Sir R. C. sealed and subscribed in the presence of two or more credible Witnesses, declare and publish his mind, intent and meaning to be, to revoke, alter, or make void and frustrate the said several Uses, Estate and Trusts, before in these Presents mentioned, declared, limited or appointed, or any of them, of, for or concerning the said Castle, Mannors, Messuages, Lands and Premises, or any of them, or any part or parcel of them, or any of them ; that then and from and after any such Declaration or Publication so to be made, as aforesaid, the same Use and Uses, Estate and Estates, Trust and Trusts, in and by these Presents limited, expressed, declared or appointed, of, for and concerning the which any such Declaration or Publication shall be made, as aforesaid, shall cease, and become utterly void, frustrate, and of none effect, to all intents, constructions and purposes whatsoever ; and that then and at all times from thenceforth, the said I. S. and his Heirs, and

and all and every other person or persons standing and being, or which at any time hereafter shall stand and be seized of the said Castle, Mannors, Lands and Premises, shall stand and be seized of the same, or of such part, or so much thereof, concerning the which any such declaration or publication shall be made as aforesaid, to such uses, intents, trusts and purposes, as the said Sir R. C. in or by any such Deed or Writing, as is aforesaid, or by any other Deed or Writing to be by him the said R. C. sealed and subscribed in the presence of three or more credible Witnesses, shall declare, limit or appoint; and for default of such declaration, limitation or appointment, to the use and behoof of the said Sir R. C. his Heirs and Assigns for ever, and to or for none other use, intent, meaning or purpose whatsoever, as in and by the said Indenture (amongst divers other Provisoos and things therein contained) more plainly and at large it doth and may appear. Now know ye, that I the said Sir R. C. do by this my present Deed or Writing sealed and subscribed by me the said R. C. in the presence of (three) credible Witnesses, declare and publish my mind, intent and meaning to be, to revoke, alter and make void and frustrate, and I do by these Presents revoke, alter and make void and frustrate all and every the Use and Uses, Estate and Estates, Trust and Trusts in and by the said Indenture declared, limited or appointed, of, for and concerning all and every the Castle, Mannors, Messuages, Lands, Tenements, Advowsons, and all other Hereditaments mentioned, contained and specified in the said Indenture, with their and every of their Appurtenances, and of, for and concerning every part thereof: And I do hereby further declare, limit and appoint, that the said Castle, Mannor, Messuages, Lands, Tenements, Advowsons, and all other Hereditaments with their Appurtenances, shall remain and be, and that the said I. S. and his Heirs, and all and every other person and persons standing and being, or which at any time hereafter shall stand and be seized of and in the same, shall stand and be seized thereof, to the use and behoof of me the said Sir R. C. my Heirs and Assigns for ever, and to and for no other use, intent, meaning or purpose whatsoever. In witness whereof, I the said R. C. have hereunto set my hand and seal the 28 day of February, in the Year of our Lord God, according to the computation used in England, 1651.

An Indenture of Co-partnership, between four Merchants.

THis Indenture Quadripartite, made the, &c. between R. B. Citizen and Goldsmith of *London*, of the first part, W. C. Citizen and Goldsmith of *London*, of the second part, T. B. Citizen and Goldsmith of *London*, of the third part, and T. L. of *London*, Merchant-Adventurer, late Servant of the said R. B. on the fourth part, witnesseth, That the said R. B. W. C. T. B. and T. L. in consideration of the fidelity, trust, confidence and good opinion which every one of them always hath had, and yet hath and reposeth in every other of them, have joyned themselves to be Co-partners together in the Trade of merchandizing, that is to say, in buying, selling, uttering, vending or retailing of all sorts and kinds of Wares, and all other kinds of businesses to the Trade of a Merchant Incident, belonging or appertaining, and the said Co-partnership to continue between them, from the first day of this instant month of *March*, for and during the term and space of three whole years from thence next ensuing, and fully to be complete and ended; And to that end and purpose, they the said R. B. W. C. T. L. and T. B. have before the day of the date of these Presents delivered into stock (to be used and employed in the said Trade of Merchandizing, as well within the Territories of *England*, as elsewhere in several places in the parts beyond the Seas,) in Mony, Cloth, Wares, Debts, Merchandizes, Adventures abroad, and here in *England*, Adventures now already upon the Seas, and beyond the Seas, such several Stock and Stocks, and Sum and Sums of Mony as are specified and expressed in a Schedule indented to these Presents annexed of the particular and proper Stock severally put in, and severally belonging to each one of the said several parties for their several quantity and proportion, being in the said Schedule severally set down, mentioned and declared, as by the same more fully and plainly it doth and may appear: It is now covenanted, granted, concluded, condescended, and fully agreed by and between all the said parties to these Presents, and each one of the said several parties for himself respectively, and for his own particular part, and for his own several and particular Executors and Administrators, do and doth severally, and not joynly covenant, grant, promise and agree to and with every and each other of the said parties, his and their several Executors and Administrators by these Presents in manner and form following, that is to say, that every

every and each of the said parties for himself during and by all the said space of three years (if all the said parties shall so long live) shall continue and abide together as joynt occupiers and partners, and that every and each of the said parties shall from time to time, during and by all their said term (if they shall so long live) do their and every of their reasonable endeavours and diligence, by all the ways, labours and means that each of them can or possibly may, to the uttermost of their power, wit, cunning and knowledge, and for the most benefit, profit and advantage of every and each other, faithfully and truly employ, buy, sell and merchandize, with all such and so much of the said whole Stock, as shall in all manner of wise come to be committed to each one of their several charge, disposition and government, and the gains and encrease of every such part. And it is the true intent and meaning of all the said parties to these Presents, that the said W. C. shall manage the business and affairs for, &c. in the parts of *Spain* during the good liking of the said R. B. and there for the most part reside, and have his continuance and being, the said T. L. to manage the business and affairs for *Stoada, Germany*, and those parts, during the good liking of the said R. B. and there be for the most part to reside and have his continuance and being, and the said R. B. and B. T. to manage the business and affairs for *England*. And it is covenanted, granted and agreed by and between all and every the said parties to these Presents, that all such gain, profit or encrease as God shall send, and as shall come, grow or arise by reason of the said Trade and joynt occupying, as is aforesaid, shall be from time to time during the said joynt occupying, equally and indifferently parted and divided in manner following, that is to say, to every one of the said parties, their Executors and Administrators, a just, equal and rateable part and proportion in and upon every 100 *l.* rateable and proportionably, according as to the quantity of each ones several Stock by them severally put in and appearing in the said Schedule, the same for his and their parts of the gains, profit and encrease, shall arise and amount unto. And likewise that all such losses, hurt and detriment as shall happen by the said joynt occupying by evil debtors, adventures of the Seas, or otherwise, without fraud or covin, shall be paid and born in each ones several part and portion, according to the manner and form of the dividend of the gains aforesaid. And it is covenanted, granted and agreed by and be-

tween all and every of the said parties to these Presents; and each one of the said parties for himself respectively, for his own several and particular part, and for his own several Executors and Administrators, do and doth severally, and not joyntly, covenant, promise, grant and agree to and with every and each other of the said parties. his and their several Executors and Administrators by these Presents, That there shall be had and kept from time to time, during all the time of their joynt occupying and Co-partnership together, as aforesaid, as well for the accompts and affairs on this side the Sea, and likewise for the several accompts and affairs severally beyond the Sea, perfect, just and true Books of accompts and reckonings of all the said whole trade and dealing, as much as in each one his several power, and as concerning that place or places, and the busines and affairs thereunto appertaining, wherein or whereunto he shall be used or employed, shall and may be and lie, which shall be had, used and occupied by reason of the said joynt occupying: And that the said R. B. and T. B. shall have the custody and keeping of the Books of account for *England*, and all things concerning the Trade of *England*, the said W. C. shall have the custody for the Books concerning the Trade for *Spain*, and the said T. L. shall have the custody and keeping of the Books concerning the Trade for *Stoade* and *Germany*; in every of which the said Books, shall be according to the possibility of each ones power, justly and truly entred and set down all manner of Goods, Wares and Merchandizes whatsoever, either bought or sold by means or reason of the said Co-partnership and joynt occupying, with all Debts thereof, or therefrom from time to time to be made, together also with all the gains, profit, commodity, winning or encreasing that God shall send, and shall come of and by reason of the said joynt occupying, and also of such Costs, Losses, Charges and Expences, as are or shall be expended, disbursed, laid forth, had or suffered by any ways or means by reason of the said joynt occupying: which said Book shall be used in common to and for the behoof of every and each of the said several parties, their and every of their several Executors and Administrators, to have free access and recourse unto, without let or interruption of each other, or the Executors, Administrators or Assigns of each other. And also, that every and each one of the said parties shall from time to time, during all the time of their said joynt occupying
and

and Co-partnership together, as is aforesaid, according to the possibility respectively in each one of them, shew and make privy each unto other, and to such of the Servants and Apprentices of each other, that shall attend upon the said Trade, all the Affairs and Dealings of the said Trade needful and necessary therein, thereabouts, or thereunto belonging, or to be manifest, or made known. And also, that every and each one of the said parties twice in every Year yearly during the said term (or oftner if need require) at and upon the reasonable request of any of them to the other, shall to the best and uttermost of each ones power and knowledge, and as much as in him or them be or may be, make, yield, render and perfect unto every and each other, or to the Executors or Assigns of every and each other, at or in the City of London, a just, true and perfect accompt and reckoning of all the said Stock and Stocks in the said Schedule mentioned, and also of all such other Goods, Wares, Merchandizes and ready Mony, as at any time hereafter during their said Trade and joynt occupying together, shall come to any of their severall hands, occupying, custody or governance, or to the hands of any other person or persons, to any of their severall or joynt uses, or by any their joynt and severall deliveries or appointments, or by the delivery or appointment of any the Factors or Servants of them, or any of them, by reason of the said joynt occupying: And also of all the gains, profits and increase that God shall send of the same Stock, Goods, Wares, Merchandizes, and ready Mony or otherwise, by reason or occasion of the said joynt occupying, and also of all such debts and duties as shall be owing unto the said parties, or any of them, and by them to be owing to any person or persons by reason of the said joynt occupying; and that upon the perfecting and finishing of every such accompt, all the said parties, their Executors and Administrators shall subscribe their names to the same, witnessing each ones consent and agreement thereunto, for avoiding of doubts and questions which otherwise might happen to ensue.

And further, That it shall and may be lawful to and for every and each of the said severall parties, and their Executors, Administrators, Servants, Factors and Assigns of them, and every or any of them, at all convenient and seasonable time and times, during all the time of their joynt occupying together, at the liberty and pleasure of any of the said parties, their or any of their Executors, Administra-

tors, Servants, Factors or Assigns, to have access and recourse to the Books of Accompt and Reckoning, and to the Notes and Remembrances appertaining to the same, any ways touching or concerning the said Trade of joynt occupying; and to search, peruse and examine for the better discerning and trying out of all things, how and in what sort and condition the said Trade and joynt occupying doth and shall from time to time proceed and stand. And it is further covenanted, granted, concluded and agreed by and between the said parties to these Presents, and every one of the said several parties before named for himself respectively, and for his several Executors and Administrators, do and doth severally and not joyntly, covenant, promise, grant and agree to and with the other of them, his and their Executors, Administrators and Assigns by these Presents, that no Bill, Writing, Contract or Bargain shall be made, at any time, during the said joynt occupying together in the parts beyond the Seas, for any matter touching the said Trade, otherwise than in the name of the said R. B. & C. if the same with reasonable conveniency may be done: And that there shall no private occupying or Trade of buying and selling, be had, used or occupied by any the said several parties, or any of their Factors, Servants or Apprentices, or any of them, or by any other to or for their uses, benefits or behoofs, in any wise or condition whatsoever, at any time or times during the time of their said Copartnership, to the hurt and injury of the said General Trade, other than such as that the gain, commodity, advantage and profits thereof, shall equally be to the use of them the said R. B. W. C. T. I. and T. B. proportionably, according to the rate and proportion of their several Stocks aforesaid; saving that it shall and may be lawful to and for the said R. B. at his liberty and pleasure, with his overplus of Stock at any time or times, during the Copartnership, to use his Trade to and for the *East-Indies*, and also for employing of his Ships, and to send and dispose any other his Mony out by way of Loan or Use; and saving that it shall or may be lawful to and for all the said parties, during the term of their said Trade, to deal for other Men, with whom they shall no ways have any partnership, and not hinder or be injurious to the said joynt Trade, and to receive the Factoridge thereof to their own proper use, any thing aforesaid to the contrary in any wise notwithstanding. And it is further covenanted, granted, concluded and agreed,

agreed by and between the said parties to these Presents, and each one of the said several parties for himself respectively, and for his several Executors, Administrators and Assigns, do and doth interchangeably, severally and respectively, and not joyntly, covenant, grant and agree to and with the other of them, his and their Executors, Administrators and Assigns, by these Presents, that they the said R. B. W. C. T. L. and T. B. their and every of their Executors and Administrators, shall and will within the space of two months next ensuing the end, determination or dissolution of the said term of Co-partnership, whether the same be by expiration of the said term of three years, or by the death and decease of any of the said parties, whichever of the same shall first happen, at or upon the request of every or any of them, unto the other, or the Executors or Administrators of any of them, make, yield, render and perfect every one each of them to the other, and the Executors and Administrators of every and each of them, unto the other, at the now Dwelling-house of the said R. B. situate, &c. a just, true, perfect and final accompt and reckoning in Writing to the uttermost of every and each Mans power and knowledge, of all and every the said Stock and Stocks mentioned in the said Schedule, and of all the gains and encreases, loss and damage which God shall send, and which shall grow to or by the same, and of all Goods, Wares, Merchandizes and Commodities, before that time, had, bought, sold or dealt in with the same stock or stocks and gains aforesaid, and of all debts made and being due, sum and sums of Mony received or paid out by means or in respect of the said Trade, and generally of all buying, bargaining, selling, trading and merchandizing, by the said parties or any of them, with the said stock or stocks, and gains and increase thereof aforesaid, and that then upon the perfecting and finishing of the said final accompt, so as aforesaid to be made and done, all and every the said Stock and Stocks in the said Schedule mentioued then remaining, and the gains, winning and encrease which God shall send, and shall appear to become and growing thereof, or by reason of the said Trade aforesaid, whether the same shall consist in Mony, Wares, Debts or otherwise, shall be indifferently parted, shared, paid and divided to and amongst the said parties, their Executors and Administrators, in kind proportionably and ratably, without fraud, deceit or diminishing, in that full measure, as each ones several

part

part shall justly and truly, in a true reckoning and computation thereof, arise and amount unto, in and upon every hundred pounds thereof, according to the quantity of each ones several Stock and Stocks in the said Schedule appearing and mentioned, and according to the plain true intent and meaning of these Presents; and that such part and portion of the said Stock and Gains, as upon the perfecting of the said final accompt, shall appear to be and consist in the debts and duties, due and owing to the said parties, or any of them, shall also from time to time, as the same, or any of them shall be recovered or gotten in, by the said parties, or any of them, be also parted, shared and divided to and amongst the said parties, according to the like rate, order, division and proportion as is before herein also expressed and set down, the Debts, Duties and other Charges then to be owing or payable by the said parties, or any of them, for or in respect of the said joyned Trade, being first and before all things, thereout paid, deducted and allowed, and likewise the Losses, if any shall be, to be in like proportion born and sustained, according to the rateable division of the Gains aforesaid; and that then they the said parties and every of them, their Executors and Administrators, immediately upon the perfecting and finishing of the said final accompt, partition and division as aforesaid, shall and will do their, and every of their endeavours, by all the lawful ways and means that they, or any of them may or can, for the more speedy recovery and getting in of all and every the said several Debts and Duties, from time to time to be due, or owing to them, or any of them, as part of the Gains and Stock aforesaid. And that the Charges of suing for, and getting in of the said Debts and Duties from time to time, shall be born and paid by all the said parties rateable according to the quantity of their several Stocks and Gains aforesaid. And that if it shall happen any the said parties to die, or depart this life during the said Co-partnership, that then in any such case no Right of Survivor or Survivorship shall hold or take place, or be by them, or any of them any wise challenged, claimed or demanded, but that they the said parties, and every of them, shall and may lawfully give, devise, dispose and distribute his and their parts and portions of the said Stock and Stocks, Gains and Increases to them severally and properly to belong and to be due and belonging, by the true intent and meaning of these Presents, by their, or any of their last Wills and

Testaments,

Testaments, or by any other Gift or Devise, as fully and amply, as they, or any of them could or might do of their own proper Mony and Goods, not pertinent to this account or joynt Trade. And likewise the Executors and Administrators of every such person and persons so deceasing, may have and enjoy his and their full rateable part and portion of the Stock and Stocks aforesaid, and of the gains and increase thereof, according to the true intent and meaning of these Presents, without any let, trouble, hindrance, or interruption of any other of the said parties surviving or overliving, his or their Executors, Administrators or Assigns, or any of them; any Usage, Law, Custom or other impediment to the contrary thereof notwithstanding. And that all the said parties and persons, before mentioned, their Executors and Administrators, at all times, as well during the said term of Co-partnership, as afterwards, until the end of the whole business shall be fully finished and brought to perfection, by all the good ways and means that possibly can or may be, shall be aiding and assisting unto every and each other of them, their Executors and Administrators, for the obtaining, speedy getting, quiet holding and enjoying of every and each ones private and particular parts or portions to him or them to be due upon the partition or division aforesaid, according as to right and equity therein appertaineth and belongeth, and that without fraud or covin. And it is the intent, plain and true meaning of every and each one of the said parties to these Presents, and each one of the said parties for himself respectively, for his own severall and particular part, and for his own severall and particular Executors and Administrators, do and doth interchangeably, severally, and not joyntly, covenant and grant to and with every and each one of them the said parties, his and their severall Executors and Administrators, by these Presents, That it shall not be lawful to or for any of the said parties at any time, during the said Co-partnership, to take out or diminish any part of the said Stock, or any the gains and increase thereof, other than such Sum and Sums of Mony as hereafter in and by these Presents is licenced and allowed; and that no charge shall in any wise be put to the account of the Co-partnership, but such as shall be for the Trade of Merchandizing in Trade, and occupying of the stock and stocks aforesaid, and the gains and increases thereof and concerning the same shall come, arise or increase, unless it be convenient House-room, and Ware-house-rooms,

rooms in the parts beyond the Seas, and for suing and getting in of Debts and Duties belonging to the joynt Trade, and other necessary charges belonging to mercandize, necessary and behoveful for thir said joynt occupying, to be born to the general accompt of the said joynt Trade, the Charges or Ware house-room, Dier, Lodging and such like, for the time any of the said parties shall be with in the City of London, during the time of the said Copartnership, to be upon the particular and sole charge only of the said R.B. his Executors and Administrators. And It is covenanted, granted, concluded and agreed by and between all the said parties to these Presents, and each one of the said parties for himself respectively, and for his own severall and particular part, and for his own severall Executors and Administrators, do and doth, &c. by these Presents, That he the said W.C. by way of further recompence, his Executors or Administrators, shall every year yearly, for and during all the time of the said Copartnership, be yearly allowed out of the joynt-stock and general account, and thereby to be born, the yearly sum of 148 l. of lawful, &c. over and above all other his gais and allowance herein before mentioned, 100 l. yearly, whereof it shall or may be lawful to and for the said W.C. to take out of the same, to use, spend, bestow and convert at his own free will and pleasure, so far forth that the said W.C. do leave yearly the residue, being the sum of 84 l. to rest remain and run to and in use to and with the said general Stock, during the said Co-partnership: The profit and loss of which yearly sum of 84 l. to be divided to and amongst the said parties in like manner, according to the division and proportion of their severall Stocks aforesaid, and the 84 l. yearly being the principal, together with so much of the said yearly Rent of 100 l. not formerly taken out, at the end and determination of the Co-partnership, to be to the said W.C. his Executors and Administrators fully satisfied and paid, or otherwise by him the said W.C. his Executors or Administrators, out of his accompt to be deducted and defaulted; and that he the said T.L. his Executors or Administrators, shall by way of further recompence every year yearly, for and during, &c. *prout supra*. for W.C. any matter, cause, article or thing before in these Presents contained or rehearsed to the contrary thereof, in any wise notwithstanding. And finally, it is covenanted, granted and agreed by and between the said parties to these Presents, that each one of the said severall parties before-

before-named, for himself respectively, and for his several Executors and Administrators, do and doth interchangeably, severally, and not jointly, covenant, promise, grant and agree to and with each other and every of them, his and their several Executors, Administrators and Assigns, by these Presents; that if it shall fortune any variance, suit, difference, doubt, controversy, discord or contention to happen, grow or be moved by and between the said parties, or any of them, or the Executors or Administrators of them, or any of them, for, or upon, or by reason of the said Trade and joint occupancies, or any matter or thing thereupon depending, upon, or by reason of any matter or thing in these Presents expressed or set down, that then, and so often from time to time, as the same shall so happen, and before any suit arise, or trouble shall be attempted or sought by any of them, against all the other: all and every the said variances, differences, strifes, doubts, controversies and contentions, shall from time to time, be referred and submitted to the hearing, order, award and determination of four honest Persons, being of the Company of Merchant-Adventurers of England, for the time being, whereof one shall be chosen for the said R.B. his Executors or Administrators, one other, &c. for the other three as Arbitrators in and for all and every the Premises, if they shall be content to undertake the variances, strifes and contentions, so to them to be referred, within the space of one month next after such referral and submission to them made: And further, that they the said R.B. W.C. T.L. and T.B. and every of them, their and every of their Executors and Administrators respectively, for their and every of their own several and particular parts, shall and will from time to time stand to, abide, obey, perform, fulfil and keep all and every such end and ends, determination and judgment, as by the said four Persons, so as aforesaid to be chosen, shall from time to time be had, made and given up in writing, for and in the behalf of the said parties, as touching any the variances or differences aforesaid, without any further covin or deceit. In witness, &c.

An acknowledgment of a trust in an Indenture of Bargain and Sale.

T His Indenture made, &c. Whereas T.W. of, &c. by his Indenture of Bargain and Sale, bearing date, &c.

&c. for the consideration therein mentioned, did grant, bargain and sell unto the said J. H. S. T. A. P. and R. L. their Heirs and Assigns for ever, all that Mannor, &c. (recite the bargain and sale to the end of the *Habend.*) as in and by the said Indenture of bargain and sale, amongst divers other Covenants, Grants and Agreements therein contained, more at large it doth and may appear. Which said recited Indenture of bargain and sale was so made unto the said I. H. S. T. and A. P. of meer and special trust and confidence, to and for the only use, benefit and behoof of the said S. S. his Heirs and Assigns. Now this Indenture witnesseth, that the said I. H. &c. do hereby confess and acknowledge, that the said recited Indenture of bargain and sale, was, and is made to and in the Names of them the said I. H. &c. of meer and special trust and confidence, to and for the use and behoof of the said S. S. his Heirs and Assigns for ever. And further, the said I. H. &c. in accomplishment and performance of the trust and confidence aforesaid, do for them, and every of them, covenant and grant joyntly and severally to and with the said S. S. their Heirs, Executors, Administrators and Assigns, by these Presents, that they the said I. H. &c. their Heirs and Assigns, shall and will from time to time hereafter, upon reasonable request thereof to be made, and at the costs and charges in the Law of the said S. S. his Heirs and Assigns, bargain, sell, convey and assure the said Mannors, and all and singular other the Premises by the said recited Indenture of bargain and sale granted and sold, or ment, mentioned or intended to be thereby bargained and sold, and every part and parcel thereof, with their and every of their Appurtenances, unto the said S. S. his Heirs and Assigns for ever, in such sort, manner and form, as by the said S. S. his Heirs and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required; so always, that the same Conveyances or Assurances, or any of them, contain no further or other warranties than only against the said I. H. &c. and their Heirs. And further, that at any time of the making and passing of such Conveyance or Assurance as aforesaid, the said Mannor, and all and singular other the Premises, shall be free, clear and discharged of and from all and all manner of former Bargains, Sales, Gifts, Grants and Incumbrances whatsoever, then before had, made, committed or done by them the said I. H. &c. or any of them, or of or by any other person or persons whatsoever,
lawfully

lawfully claiming by, from or under them, or any of them.
In witness, &c.

An acknowledgment of a trust by a Deed poll of a Lease.

TO all, &c. I T. M. of, &c. send greeting, &c. Whereas C.D. of, &c. by one Indenture of Lease made between, &c. and, &c. hath demised, &c. as in and by, &c. Now know ye, I the said T.M. do hereby confess and acknowledge, that the Lease or Demise of the Premises aforesaid, was and is made to and in the name of me the said T. M. in trust and confidence, and to the intent that I the said T.M. should upon the request of the said E. G. her Executors, Administrators or Assigns, assign and convey the said Lease and Premises to her the said E. G. her Executors, Administrators or Assigns, or to such other person or persons, as she or they in that behalf shall name or appoint: and therefore in accomplishment and performance of the trust and confidence aforesaid, I the said T.M. for me, mine Executors and Administrators, do covenant and grant, to and with the said E.G. her Executors, Administrators or Assigns, by these Presents, that I the said T. M. my Executors, Administrators and Assigns, shall and will from time to time, upon the reasonable request, and at the cost and charges of the said E. G. her Executors, Administrators or Assigns, assign and set over the above-mentioned Premises, and every of them, and all the estate and interest of me the said T.M. my Executors and Administrators, in and to the same, clear and discharged of all incumbrances by us, or any of us to be done or committed, unto the said E. G. her Executors or Administrators, or to such person or persons as she or they shall name or appoint. In witness, &c.

A Conveyance of Lands to the use of a Mans Heirs, with the profit during the Heirs minority, limited to the payment of the Donors Debts, and performance of the Testament.

THis Indenture made, &c. between the Right Honourable W. Viscount Hereford, &c. of the one part, and the Right Honourable A. Lord Grey, & alij, &c. on the other part, witnesseth, That the said Viscount, for and in consideration of the fatherly good-will, favour and affection which the said Viscount beareth towards R. and W. the two Sons of the said Viscount, and for the advancement and preferment of the Heirs Males of the Body of the said Viscount lawfully to be

be begotten, and for other the considerations hereafter in these Presents mentioned and expressed, hath given, granted, enfeoffed and confirmed, and by these Presents doth give, grant, enfeoff and confirm unto the the said A. Lord Grey, &c. all those his Mannors, &c. with all and singular Liberties, Courts, views of Frank-pledge, Fairs, Commodities, Franchises, Priviledges, Jurisdictions, Preheminences, Emoluments and Appurtenances whatsoever to or with the said Mannors, Lands, Tenements or Hereditaments used or enjoyed, in or out of the same, or any of them, or any part or parcel thereof, issuing, renewing, happening, used or exercised, and all, &c.

To have and to hold, &c. to the said A.L.G. &c. and their Heirs for ever, to the use and behoof of the said V. for term of his life, without impeachment of waste, and after the decease of the said V. and during the time that the said B. D. Son, and now Heir apparent of the said V. or any other, being the Heir of the said V. shall be under the age of 21 years, and until some Heir of the said V. shall have accomplished the full age of 21 years, to the use of the said A.L.G. and the Survivors and Survivor of them, and the Executors, Administrators of the Survivor of them upon trust, and to the intent and purpose that the said A. L. G. &c. and the Survivors and Survivor of them, and the Executors and Administrators of the Survivor of them, shall take, receive, levy, possess, use and enjoy the Rents, Issues, Profits, Revenues, Commodities and Emoluments of all and singular the said Lordships, Mannors, Lands, Tenements and Hereditaments and other the Premises, with the Appurtenances, and the same employ during such minority or minorities, as is aforesaid, for and towards the performance, payment and satisfaction of all the Legacies and Bequests of Mony, Annuities for years, and Debts of the said V. to be mentioned in the Testament and last Will of the said V. according to the tenor, purport and true meaning of the said V. in his said Testament and last Will to be declared, and to the use and intent that the said Feoffees, and the Survivor and Survivors of them and their Heirs, shall with the Profits, Revenues, Commodities, Issues and Emoluments, coming, growing and arising of and in all and singular the said Lordships, Mannors, Lands, Tenements and Hereditaments, bestow, disburse and expend from time to time the competent and necessary charges in the Law, and otherwise for the defence and maintenance of the possession and title of all and singular the Premises, and every or any part thereof, and for the reparation and defence

fence of Buildings, Edifices, Houses and Sea-walls in and upon the Premises, or any part thereof from time to time necessary, meet and convenient to be disbursed and expended, until such time as the said Legacies, Debts and Bequests of the said V. to be mentioned in his Testament, shall be performed, and until some Heir of the said V. shall have accomplished the full age of 21 years, and after satisfaction of the said Legacies, Debts and Annuities, and for the surplusage that shall surmount the same Debts, Legacies and Annuities, and other the charges aforesaid satisfied, to the use and intent, that the said A. L. G. &c. shall employ and suffer the Premises and Surplusage thereof, to go, remain and come to the use, profit and benefit of the Heirs of the said V. And after the Heirs of the said V. shall accomplish the full age of, &c. that then the said A. L. G. &c. and their Heirs, shall stand and be seized of and in all and singular the said Mannors, &c. to the use of the said R. D. and the Heirs-males of his Body lawfully begotten; and for default of such Heirs-males of the Body of the said R. D. lawfully begotten, to the use and behoof of the said W. D. second Son of the said V. and the Heirs-males of his Body lawfully begotten; and for default of such Heirs-males of the Body of the said W. D. lawfully begotten, and to be begotten, to the use and behoof of the Heirs-Males of the Body of the said V. lawfully begotten; and for default of such Heirs, to the use of the Heirs of the Body of the said V. and for default of such Issue, to the use of the right Heirs of the said R. for ever.

Provided always, and it is the true meaning, use and intent of these Presents, That if the said V. at any time hereafter during his life-time, shall demise, grant or lease the said Mannors, Lands, Tenements and Hereditaments aforesaid, and other the Premises by these Presents granted or assured, or any part or parcel thereof, by his Deed Indented under his Seal, and with subscription of his Name with his own proper hand, for term of any year or years, life or lives: That then, and immediately from and after every such Lease, Demise or Grant, or such Leases, Demises or Grants, so to be made by the said V. the said A. L. G. &c. and their Heirs, shall stand and be seized of, and in the said Mannor, &c. so to be leased or granted, To the use and behoof of the said Lessees or Grantees, and every of them, and of their several Executors, Administrators and Assigns, during the terms and space mentioned in the said several Leases, grants and Demises, so to be made according to the tenor, form and effect of the same Lease, Grant or

Demise, Leases, Grants or Demises, so that the yearly Rent or Rents mentioned or reserved by the said V. in such Lease, Demise or Grant, Leases, Demises or Grants, be yearly paid to the said V. during his natural life, and after his decease to such person or persons as by the proper and true meaning of these Presents, ought to have the Reversion or Remainder, Reversions or Remainders of the Lands, Tenements or Hereditaments so to be leased or granted, within the space of twenty days next after reasonable request to be made for the payment thereof: And so that the same Lessees or Grantees, their Executors, Administrators and Assigns, do well and truly perform the conditions to be comprized in the Indenture or Indentures of their said several Demises or Grants, according to the effect and true meaning of the same Indenture or Indentures.

And that the said A. L. G. &c. shall stand and be seized of the Reversion and Remainder, the Reversions and Remainders of the Mannor, Lands, Tenements and Hereditaments so to be leased or granted, and after the determination thereof, Then also of the same Mannor, Lands, Tenements or Hereditaments, so to be leased or granted, to such uses and intents as they the said L. G. &c. should have stood or been thereof seized, by the purport and true meaning of these Presents, if any such Lease or Grant had been thereof made; and that of and for such Estate and Estates, in such order and degree, with the same remainders, and in such manner and form, to all intents and purposes as they should have stood or been thereof seized by the purport and true meaning of these Presents, if no such Lease or Grant had been thereof had or made. (Here followeth a Letter of Attorney for livery of seisin to the Feoffees &c.) and then a proviso, That if the said V. by his Writing signed and sealed in the presence of three Witnesses, shall repeal, frustrate and determine, or declare to be determined, all or any the uses aforesaid, of or from the Premises, or any part thereof, that then and from thenceforth the said uses so to be determined or declared to be repealed, for all such Lands, and the uses thereof so to be declared determined, shall be void and of none effect, and that then the Feoffees shall thereof stand seized to the use and behoof of the said V. and his H.irs. Then followeth a Covenant on the said V. S. part, that if the estate of the Premises be not effectually conveyed from him by force of this Grant to the said Feoffee, to the uses before specified, on this side the last day of, &c. next coming, that then and from thenceforth the

said

said V. and his Heirs, and all others to be seized of the Premises so not sufficiently conveyed, shall be thereof seized to the uses above specified, and to such uses, and with such remainder as the said Feoffees or the Survivor of them should have stood seized thereof, by the purport of these Presents, in case the Estate thereof had been perfectly assured unto them, or any of them, according to the true meaning of these Presents. In witness whereof, as well the said V. as the Feoffees, have put, &c.

Memorandum, Of the Seisin executed with the Tenants of one of the said Mannors by Attornment.

Memorandum, That the sixteenth day of, &c. Livery of Seisin was delivered and given by W. W. one of the Attornies mentioned in the Indenture hereunto annexed, of, in and upon the Farm of O. parcel of the Mannor of T. mentioned in the said Indenture, and also of, in and upon the Mannor-house and Demesne-Lands of T. by the assent of J. P. Leslee for years of the same (saving his term) and also of, in and upon the Coppice-Woods called T. P. to R. B. one of the Feoffees contained in the said Indenture, according to the tenor, purport and intent mentioned in the said Indenture, and for and in the name of the said Mannors of T. and all other the Lands, Tenements and Hereditaments mentioned in the said Indenture, situate and being within the said C. and in the name and behalf of all the Feoffees mentioned in the said Indenture: And the Tenants of the said Mannor, whose names are immediately under-written, at the same Execution, hearing the Indenture read, did attorn and fully assent to the same, according to the tenor, purport, intent and uses in the same Indenture mentioned.

An Indenture for the equal division of Goods, where there are four Administrators together, they bequeing and allowing one with another equal parts of Charges in Law, in getting in the same, and like parts of all recovered against him.

This Indenture quadripartite, made between J. C. of, &c. on the first part, W. C. of, &c. of the second part, &c. Whereas the said J. C. and A. his Wife, W. C. and A. his Wife, H. H. and H. his Wife, and N. C. and E. his Wife, in the sight of the same their Wives, together with J. H. Brother of their said Wives, have had and taken upon them the Admini-

stration of the Goods and Chattels of C. W. Widow, deceased, late the Wife of J. W. late of L. Dyw, deceased; and whereas also so much of the Goods, Chattels and Debts which were of the said C. as are already come to his hands, are divided into five several parts, whereof every of the said J. C. W. C. H. H. and N. C. in the right of their said Wives, and also the said J. H. have severally had and taken their several parts of the same, and now are thereof severally possessed.

Now this Indenture witnesseth, That it is covenanted, granted and agreed between the said parties; and the said J. W. H. and N. for themselves and their said Wives, and for their Executors and Administrators, and for the Executors and Administrators of every of them, do severally covenant, grant and agree every of them with the other by these Indentures, in manner and form following, (*viz.*) That all the residue of the Goods, Chattels and Debts, which were of the said C. in possession or in right, which at any time or times hereafter shall come to the hands of any of the said parties, or of the Executors or Administrators of any of them, shall be divided and parted into five equal parts, as aforesaid, from time to time as the same shall happen to come to the hand of any of them, whereof the said J. H. to have one part of the said five parts, and that then the other four parts thereof shall from time to time be equally divided betwixt the said J. W. H. and N. and their several Executors and Administrators, without benefit of Survivorship by any means to grow to such of the said parties or their wives as shall fortune to survive.

And it is further covenanted betwixt the said parties in form aforesaid severally, that if any Action or Suit be now depending, or hereafter shall be commenced against the said Administrators of the said C. W. or any of them, for any thing wherewith they shall be chargeable in the Law, by reason of the said Administration by them taken as aforesaid, That then in every such case, the said J. W. H. and N. their Executors and Administrators, and every of them severally for his own part, upon notice and request made and given by any one of them to the other, or by any of their Executors or Administrators, shall bear and pay one equal fourth part of all charges and expences to be laid out in the defence of any such Suit, and one like fourth part in execution, and to the satisfaction to any Judgment and Recovery which shall happen to be given or had against them, or any of them, in any such Suit or Action as aforesaid.

And

And that they the said J. W. H. and N. and their said Wives, their Executors or Administrators, and the Executors or Administrators of every of them severally for their own part, upon like reasonable request, shall and will do, know-ledge and suffer in the Law towards the other of them all and every thing and things which from time to time shall be requisite or needful to accomplish and perform, their Accord, Covenants and Agreements made amongst them by these Presents, according to the purport and true meaning of the same.

And moreover, that they the said parties, their Executors and Administrators, and every of them, upon like request, as aforesaid, shall notify, express and truly declare from time to time to the other, all such Goods, Chattels and Debts whatsoever which were of the said C. and which they shall know and understand to be in any place or custody, and not parted, distributed, severed and divided, according to the tenor and effect of these Presents, so the intent every of them may have his or their equal parts thereof, according to the tenor of these Presents, without fraud or covin.

And that for recovery of any Debts, Goods and Chattels, which were of the said O. to be had and recovered to and for the use of the said parties, their Executors and Administrators, and of the said J. H. and in manner and form aforesaid, They and every of them shall for their equal four parts, bear and sustain one equal fourth part of all costs and charges incurred about all and every the said Recovery and Recoveries, to be born and sustained from time to time, as shall be needful and reasonable.

And it is further covenanted, granted and agreed betwixt the said parties, and the said parties and every of them do also for them, their Executors and Administrators severally covenant and grant to and with the other by these Presents, that if it fortune the said J. H. do die Intestate, by reason whereof any of the Goods, Chattels, Money, Plate or Jewels of the said J. shall grow or come by reason of Law, unto the said parties, or their Wives, or any of them, That then the Survivor or Survivors of the said parties, or their said Wives, their Executors or Administrators, to whom any such the Goods, Chattels, Money, Plate or Jewels shall fortune to grow or come, shall divide the same into four equal and several parts, and shall retain to his or their use one part thereof, and the other three parts shall be severally delivered unto the other three parties to these Indentures, to their several Executors or Administrators equally, within two months

after they shall fortune to have or come by the possession of any such Goods, Chattels, Plate, Jewels, Money, &c. in witness, &c.

A Discharge upon a Statute excellently well penn'd, it being for the payment of two thousand pounds at the end of six months, and of 200 l. per annum during life.

THis Indenture made the, &c. day of, &c. in the, &c. of our Lord God, &c. between B.P. of London Widow, of the one part, and W. P. of London aforesaid Esquire, Son unto the said B. of the other part: Whereas the said W.P. hath lately sold and conveyed the Mannor of L. in the County of W. and divers Lands thereunto belonging, unto Sir W.P. Knight, and the said B.P. hath joyned with him the said W. P. in the Fine thereof levied, part of which said Mannor and Land, of the value of 200 l. *per annum*, were heretofore settled and assured upon her the said B. for her life, for her Joynture, by W. P. Esquire, deceased, her late Husband: And whereas the said W.P. is indebted to the said B. the Sum of two thousand pounds of lawful Money of England, which hath remained in his hands for some years last past, and by agreements between them, the said W. P. hath hitherto paid the Sum of 200 l. *per annum*, as interest or consideration for the forbearance of the said Money, and is still to pay the like Sum so long as the 2000 l. shall remain in his hand. And whereas also the said W. P. by one Recognizance or Writing Obligatory of the name of a Statute of the Staple, bearing date the first day of this instant month of *April*, taken and acknowledged before Sir J. B. Knight, Lord Chief Justice of the Court of Kings Bench at *Westminster*, according to the form of the Statute in that case made and provided for the recovery of Debts, standeth bound unto the said B. P. in five thousand pounds of lawful Money of England, payable, as by the said recited Recognizance or Writing Obligatory more plainly may appear; Now this Indenture witnesseth, that the said B. P. is contented and pleased, and doth for her self, her Executors and Administrators, covenant, promise and grant, and agree to and with the said W. P. his Heirs, Executors, Administrators and Assigns, and to and with every of them by these Presents, That if the said W.P. his Heirs, Executors, Administrators or Assigns, or any of them, do pay, or cause to be paid to the said B. P. or her Assigns, the Sum of 200 l. of lawful Money of England yearly, for and during the
natural

natural life of her the said B. at two usual Feasts or Terms in the year, that is to say, the Feasts of St. Michael the Archangel, and the Annunciation of the Blessed Virgin Mary, by even and equal portions, or within one and twenty days next after either of the said Feasts, the first payment thereof to begin at the Feast of, &c. now next ensuing, or within 21 days next after the said Feast; And likewise if the said W. P. his Heirs, Executors or Administrators, or any of them, do and shall well and truly pay, or cause to be paid to the said B. P. her Executors, Administrators or Assigns, the Sum of two thousand pounds of lawful Money of England, within six months next after notice or warning given to that purpose to the said W. P. his Heirs, Executors or Administrators, by any Writing to be subscribed and sealed by the said B. P. her Executors or Administrators in the presence of two credible Witnesses, or more, and shall in the mean time, until the payment of the said 200 l. pay or cause to be paid unto the said B. her Executors, Administrators or Assigns, after the rate of 100 l. per annum, according to the agreement aforesaid, the same to be paid by 50 l. every half year, and the first payment thereof to be made on the Feast-day of, &c. or within one and twenty days next after the Feast now next ensuing the date thereof: That then the said recited Recognizance or writing Obligatory shall be void and of none effect, or else the said W. P. for him, his Heirs, Executors and Administrators, covenanteth, willeth and granteth by these Presents, that the said Recognizance or writing Obligatory shall stand and remain in full force and vertue.

A Release made to a Sheriff for discharging of a Prisoner.

K Now all Men by these Presents, That I G. K. of S. in the County of D. Victualler, have remitted, released and quit-claimed, and by these Presents do remise, release and quit-claim unto Sir W. S. Knight, now Sheriff of the County of D. all and all manner of Actions, Suits, Troubles and Incumbrances whatsoever, which I may, might or ought to have against him, for or concerning the discharging or setting at liberty of F. N. of S. in the said County Widow, being arrested and imprisoned upon a *Capias ad satisfaciendum* out of the Court of Common-Pleas at *Westminster* for 60 l. Debt, and 10 s. and 4 d. Costs at my suit, returnable *a die Pasche in unum mensem* last past. In witness whereof, I have hereunto set my Hand and Seal the 21 day of May, Anno Dom. 1627.

An Assignment of a Statute, by an Executor, to two of the creditors of the Testator, in lieu and satisfaction of their Debts: of the same value, singularly well drawn.

THis Indenture made, &c. between J. C. of the Inner-Temple London Esquire, Son and Administrator of the Goods and Chattels of W. C. late Citizen, and Scrivener of London deceased, of the one part, and M. W. of London Widow, and H. I. of London Gentleman, of the other part. Whereas the said W. C. at the time of his death, stood indebted unto the said M. W. in the sum of 100 l. principal Debt, and to the said H. I. in the sum of 200 l. principal Debt, besides interests of the said Debts. And whereas Sir T. P. of N. in the County of D. Knight, in and by one Recognizance of Statute, in the nature of a Statute-staple, bearing date the 20 day of July, in the ninth year of the Reign of the late King Charles, and made according to the Statute and proceed for recovery of Debts, taken and acknowledged before Sir R. H. Knight, then Lord Chief Justice of His Majesties Court of Common Pleas at Westminster, is and standeth bound unto the said W. C. in the sum of six hundred pounds of lawful Money of England, payable at the Feast of S. James the Apostile, then next ensuing, as by the said Statute more at large appeareth. Now this Indenture witnesseth, that the said J. C. for and towards the payment and satisfaction of the said Debts, due unto the said M. W. and H. I. hath given, granted, assigned and set over unto the said M. W. and H. I. their Executors, Administrators and Assigns, the said Recognizance or Statute, and all his right and interest therein, and all Actions, Exents and Executions to be had or prosecuted upon the same, in as large and ample manner and form as he the said J. C. hath, or at any time hereafter may or might have, by force of the said Statute. And further, the said J. C. doth by these Presents constitute, authorize and make the said M. W. and H. I. his true and irrevocable lawful Attorney and Attornies, jointly and severally to sue and prosecute all manner of Actions, Suits, Demands and Executions, in and upon the said Statute or Recognizance in the name of the said J. C. his Executors or Administrators, and to receive or recover the said sum of 600 l. in the said Statute mentioned, and all other sum and sums of mony, benefit and advantage, which shall or may lawfully be had or gotten upon the said Statute or Recognizance; authorizing them, and every of them by these

these Presents to retain all such Counsellors and Attornies, for the executing of the said Suits, Extents and Executions, as shall be required for the following and furthering of the same, and to do and execute all & every other lawful act and acts whatsoever, which shall be meet and expedient in and about the Premises: and the said J. C. doth for himself, his Executors and Administrators, covenant, promise and grant, to and with the said M. W. and J. H. that he the said J. C. his Executors and Administrators, shall and will permit, suffer, allow, justify and maintain all such lawful actions, suits, extents and executions, as the said M. W. and H. I. or any of them, their Executors or Assigns, shall and will sue or prosecute, for the levying, taking and receiving of the said sum of 600 l. contained in the said Statute, in the name of the said J. C. his Executors or Administrators; and that all sum and sums of Money Recoveries and Executions to be had and obtained upon the same by any Suit, Action or Execution, or otherwise, shall be to the only use of the said M. W. and H. I. to be divided between them proportionally according to the several Debts, in as large and ample manner and form as the said J. C. might have had the same, and that the said J. C. hath not, nor he, his Executors or Administrators, shall not at any time hereafter release or discharge the said Debt contained in the said Statute, nor any action, extent or execution to be had upon the same, nor do any act or acts in prejudice of the same: And further, that he the said J. C. his Executors and Administrators, shall at any time during the space of two years next after such time as the said Statute shall be executed by way of extent make or cause to be made to the said M. W. and H. I. their Executors, Administrators and Assigns, to the only use and behoof of them the said M. W. and H. I. as aforesaid, upon reasonable request, and at the costs and charges in the Law of them the said M. W. and H. I. their Executors, Administrators or Assigns, all such reasonable assurance and conveyance of the Land which shall be extended and put in execution upon the said Statute, as shall be reasonably devised by the said M. W. and H. I. or either of their Executors, Administrators or Assigns, or their or any of their Counsel learned in the Law, discharged of all incumbrances done by the said J. C. his Executors or Administrators. In witness, &c.

P R E S I D E N T S

F O R

Bills, Answers, Replications, Demurrers,
Rejoinders, &c. in Chancery.

A Bill to be relieved against Bonds, being but a Surety, and for obtaining the Injunction.

To the Right Honourable the Lords Commissioners of the Great Seal of England.

IN all Humbleties Complaining, sheweth unto your good Lordships, your daily Orator, J. S. &c. That whereas about a year now last past, your said Orator having but lately before attained to his full age of 21 years, and being in possibility of good means from his Father, was inveigled and drawn in by one I. H. of L. Goldsmith, and one G. B. whom the said H. used for his Instruments therein, and did at their solicitations and persuasions, and upon their promises to supply your Orator with Money for his then present occasions, enter into, and become bound, together with the said B. and one I. L. then a stranger to your Orator, unto the said I. H. in and by two several Bonds of Obligations, the one of them bearing date in or about, &c. being of the penalty of 200 l. with condition for the payment of 100 l. or thereabouts, at six months then following; or some other time in the said condition mentioned, now long since past; and the other of the said Bonds bearing date, &c. At the time of entering into which said Bonds, your Orator was confidently told and promised, as well by the said G. B. as by the said I. H. that he your said Orator should have for his own use, all, or the greatest part of the Money mentioned in the several conditions thereof, and that he should not be compelled to repay unto the said I. H. any more Money, but only so much as he should receive upon the security of the said Bonds, and the Interest thereof, after the rate allowable by the Statute, and that he should not be troubled with the payment, until he well were enabled by his Fathers means to discharge it,

It, which moved your Orator the more willingly to enter into the said Bonds, he presuming that he should have had his want of ready Money supplied thereby: But after your Orator had entered into, sealed and delivered the said Bonds, he could not get, nor did receive of, or from the said I. H. the Obligee, or any other, any Money at all, or other thing whatsoever, nor was there any Money at all, or other thing of any value disbursed, paid or delivered by the said I. H. upon, for or in respect of the said Bonds so entered into, or either of them: But if any Money or Commodities were disbursed or delivered for or upon the said Bonds, then was it of small value, and that received only by the said G. B. who ever converted the same unto and for his own private use, or else paid it back and restored it to the said J. H. or whatsoever it were, howsoever disposed of, yet had not your Orator ever any penny, or part thereof, and therefore your Orator presumed he should not have been any way troubled, sued or molested, upon or by reason of the said Bonds, or either of them, he having not received the Money or any part thereof, for which the same was intended, nor any consideration at all, for, or in respect of such his entering into the said Bonds, but was greatly disappointed for want thereof, to his no small hindrance, as was and is well known both to the said I. H. and G. B. whom after the entering into the said Bonds, your Orator often solicited for the Money thereupon promised unto him, and they as often delayed him with promises thereof, but to this day your Orator never had, nor could get from them, or any of them, any Money, Commodities, or other considerations whatsoever, and so was merely abused by them therein. Yet now so it is, may it please your good Lordships, that the said I. H. and G. B. intending to make a prey of your Orator, and having to that end drawn him into the Bonds aforesaid, and being combined and confederated to lay upon him the whole burthen and penalty thereof, have, the better to effect the same, so plotted, as that the said G. B. who was and is privy to the whole passage of the business before-mentioned, and whom the said I. H. used as his Instrument to draw your Orator into the said Bonds, hath lately, since the Money mentioned in the Conditions thereof become thereby due, absented himself, with the privacy, and by the procurement of the said I. H. and liveth now in remote and obscure places unknown to your Orator, but well known to the said I. H. who while the said B.

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was here present, never demanded of your Orator any Mony at all, nor any way questioned him upon the said Bonds, or either of them; but now the said G. B. (who could detect his dealing in the Premises) being absent, and kept out of the way, he the said I. H. upon advantage therein, and in pursuance of their Plot aforesaid, doth now pretend and give out in Speeches, that the said Bonds were real Securities, and entered into for just Debts, and that your Orator, and the said B. B. and I. I. or some one of them, had of him the said H. Mony or Commodities of the value of Mony mentioned in the Conditions of the said Bonds, which Mony he pretendeth to be still unsatisfied, and the said Bonds thereby forfeited; and thereupon he the said I. H. hath of late arrested your Orator, and commenceth, or threatens to commence and prosecute several Suits against him at the Common Law upon the said several Bonds, and sparing the said G. B. (whom he hath purposely absented) bendeth all his force against your Orator; and albeit he the said T. I. hath received satisfaction of and from the said B. B. and I. I. and of and from some others in their use, or in their behalf, of and for all the Mony and Commodities, if any other were lent and delivered by him upon the said Bond, and knoweth well, that your Orator had never any part of such Mony or Commodity, nor any consideration at all, for or in respect of his entering into the said Bonds, but was merely drawn thereunto upon the promises aforesaid, which were never performed unto him; yet he the said I. H. continueth still his Suit, and threatnings of suit against your Orator, at the Common Law upon the said Bonds, with intent to recover of him the whole penalties thereof: and the said B. B. giveth way and furtherance thereunto, and will take no course to free and discharge your Orator thereof, nor will the said I. H. seek for satisfaction as he ought (if any be due unto him) at the hand of the said B. B. nor discover where the said B. B. is, but both of them by a joynt confederacy between them, intend to lay upon your Orator the whole burthen and penalties of both the said Bonds, and then to share and divide the same between them, contrary to all rights and rules of Equity, and to your said Orators apparent wrong and insupportable hindrance, unless he may find redress for the same before your Lordships in the justice and equity of this Honorable Court. In tender consideration whereof, and of all the aforesaid Premises, and for that your Orator is void of all remedy by the course of the Common Laws of this Land,

Land, to relieve himself in the said Premises, and cannot there plead the matter of Equity before alledged, nor any other sufficient Plea in Bar, or be discharged of the said Bonds, and of the Suits there commenced and threatened against him thereupon, nor can thereby compel the said B.B. to take any course for your Orators discharge of the said Bonds, and there enforce him and the said I. H. to perform and make good unto your Orator their promises aforesaid, for that your Orator hath no such precise proof of the said Premises by witnesses now living and extant, as the Common Law in such cases requireth; but your said Orator is for all those matters before your Lordships in course of Equity properly to be relieved, where he hopeth the said I. H. and B. B. will upon their Oaths, if they may be thereunto called, confess their said promises, and the Premises to be true, in such sort as aforesaid; or if they shall deny the same, that yet your Orator shall be able to make such proof thereof by circumstances, as may in Equity move your Lordships to relieve him therein. Therefore and to the end the said I. H. and B. B. may upon their Oaths declare, and set down what, and how much Money or Commodities, and what sorts and value, the said I. H. disbursed, lent or delivered upon the security of the Bonds aforesaid, and when and to whom, and whether he had the same, or any part, and what part thereof back again, and what other satisfaction he the said I. H. hath received for or towards the said Bonds, or the Money mentioned in the Condition thereof, and for whom; and to the end that the said I. H. and G. B. may be ordered to discharge your Orator of and from the said Bonds, and that all Suits at the Common Law thereupon against your Orator may be stayed, that the matters concerning the same may be here determined in and by this Honourable Court, according to Equity: May it please your good Lordships, the Premises considered, as well to grant unto your said Orator Process of Injunction to be directed to the said I. H., commanding and enjoyning him, his Counsellors, Attorney, or Agents and Solicitors, thereby to surcease and stay all Suits and further Proceedings at the Common Law, against such Orator upon the Bonds aforesaid, or either of them, until the matters of Equity concerning the same be heard and determined in and by this Honourable Court: As also to grant unto your Orator Process of *Subpoena*, &c.

A Bill of Reviver.

Humbly complaining, &c. R. W. of, &c. Brother and Heir of W. W. late of, &c. That whereas the said W. W. in his life time, viz. in *Easter Term*, in the fourth year, &c. exhibited his Bill of Complaint in this High and Honourable Court of Chancery before your Lordships, the tenor whereof followeth in these words: To the Right Honourable, &c. (recite the whole Bill *verbatim*.) And the said W. C. being accordingly served with Process of *Subpæna*, issuing out of this Court, appeared in the said Term, &c. and upon his Corporal Oath, then and there made his answer to the said Bill of Complaint, which answer remaineth upon Record in this Honourable Court, whereunto your Orator, concerning the particular matters and circumstances therein contained, prayeth, that he may refer himself for more certainty (and then in his shew all the further Proceedings in particular) since which time, may it please your good Lordships, that the said W. W. died, whereby the said Bill, Process, and the whole Proceedings thereupon are abated, and yet nevertheless the whole right, title and interest of him the said W. W. in all the said Messuages and Lands, by his death, are lawfully descended and come to your Orator, as Brother and next Heir unto the said W. W. so that your Orator in equity ought to have such remedy, benefit and advantage against him the said W. C. for all the said Lands, &c. as the said W. W. might have had at any time in his life-time: May it therefore please your good Lordships, the Premises considered, that the said Bill, Answer, Replication, Depositions, Orders and Certificates, and the whole Process and Proceedings upon a l and every of them, may be revived and stand in such state for your Orator against the said W. C. and his Heirs, to all intents and purposes, as the same were for the said W. W. at the time of the death of him the said W. W. and that your Orator may thereupon have such and as great benefit and advantage against him the said W. C. as your Orators said Brother W. W. might have had at the time of his death; and likewise that it may please your good Lordships, to grant unto your Orator Process of *Subpæna*, &c.

The beginning and conclusion of a single Answer.

THe said Defendant saving and reserving to himself, now and at all times hereafter, all benefit of exception unto the incertainties, insufficiencies and imperfections in the said Bill

Bill of Complaint contained, for a full, plain, perfect and direct answer unto all and every the matters, allegations and things which are in the said Bill of Complaint contained in any sort or wise material or effectual in the Law for this Defendant to answer unto, saith, &c.

The Conclusion.

Without that, that any other matter or thing in the said Bill of Complaint contained, material to charge this Defendant withal, or effectual by him to be answered unto, and not hereby sufficiently answered unto, confessed or avoided, traversed or denied, is true in such sort, manner and form, as herein is before expressed: All which, this Defendant doth and will be ready to aver, maintain and prove, as this Honourable Court shall award; and humbly prays to be herce dismissed with his reasonable Costs and Charges in this behalf wrongfully sustained.

A Plea and Demurrer.

THe said Defendant by protestation, not confessing or acknowledging any matter or thing in the said Bill of Complaint contained, laid to the charge of this Defendant, to be true in such manner and form as is therein set forth: Saith, that the said Bill doth contain therein against this Defendant (as he is by his Counsel advised) many apparent imperfections, incertainties and insufficiencies, such as do afford unto him just cause and matter of exceptions, to plead in Bar of the Plaintiffs further proceedings against him in this Honourable Court, thereupon the benefit and advantage of exception, whereof this Defendant apprehending, accordingly saith, first for answer to so much of the said Bill as is material to charge him withal; That he believeth it to be true, &c. (Answer what is necessary to be answered to the Plaintiffs Bill.) And as unto the accompt which the Plaintiff by his said Bill demandeth of this Defendant, and to all other the matters of the said Bill not before hereby answered unto, he, this Defendant, for and by way of Demurrer thereunto saith, &c. And for all these matters, causes and reasons before alledged, and for divers other apparent incertainties and insufficiencies in the said Bill, doth under favour of this Honourable Court demur in Law unto and upon all those points of the said Bill not before answered unto, and demandeth judgment of this Honourable Court, whether the

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Premises standing in state as is before alledged, he this Defendant shall be compelled to make any other or further answer thereunto; and whether the Plaintiff shall be admitted to any relief, examination of witnesses, or further proceedings against this Defendant in this Honourable Court thereupon, whose judgment therein this Defendant humbly expecteth, and most humbly prayeth to be dismissed &c.

A Certificate for a Forma Pauperis in Chancery.

To the Right Honourable the Lords Commissioners for the Great Seal of England.

M Ay it please your Honours to be advertised by us, whose Names are here under written, That to our knowledge A. C. of &c. is a very Poor Woman, and not worth *s. l.* and there being a Suit in Chancery lately commenced against her by one R. B. the same, besides her trouble, is like to bring upon her great expence, and unless the same may be prevented by your Lordships favour, by admitting of her in *Forma Pauperis*, the defence of such Suit otherwise is like to tend to her undoing. The consideration of all which, we humbly leave to your Lordships further consideration, and do rest,

*At your Honours or Lordships
Commands.*

An Affidavit for the same.

I S. of, &c. maketh Oath, that he verily believeth that A. G. of, &c. is not worth five pound of her own proper Goods (her Debts being paid) and she is very Lame, and by reason of her Infirmary, not well able to travel to London about such Suit as is prolecutated against her by one R. C.,

*Jurat. 20 die M.
J. M.*

The Petition on the same.

To the Right Honourable, &c.

The humble Petition of A. C. of, &c. widow, Defendant to the Bill of Complaint of R. B. Complainant.

S Heweth, That your Petitioner is a very poor Woman, and not worth 5 l. as may appear by the Certificate hereunto annexed of sundry Persons of Quality, to whom her poverty is well known; and there being this last Term a long Bill exhibited by the Plaintiff in Chancery against her for and concerning, &c. and other things of like nature, she in respect of her poor estate shall not be able to answer or defend that suit, unless your Lordships be pleased to admit her *in Forma Pauperis*, to be sued and sue concerning the same.

Wherefore your Petitioner doth humbly desire, That your Lordships in consideration of her Poverty, (she being not able to travel) would be pleased in that behalf to admit her *in Forma Pauperis*, and to assign Mr. G. and Mr. T. to be of her Council, and Mr. M. to be her Attorney: and she shall ever pray, &c.

Ans. Upon the Certificate and Affidavit of poverty annexed, let the Petitioner be admitted to sue and be sued *in Forma Pauperis*, as is desired.

T. G. &c.

The Form of the Title of a second Answer to be made upon a Report, &c.

T He further answer of A. B. one of the Defendants to the Bill of Complaint of C. D. Complainant, according to the report of E. F. one of the Masters of this Court, made the 17 day of J. and of an Order of this Court of the eighth day of this instant month of Ap. 1664.

The said Defendant in obedience of the said Order, and for further satisfaction of this honourable Court, saith, &c.

All which matters and things, he, this Defendant is, and will be ready to aver and prove, as this honourable Court shall award, and prayeth as in his former.

The Form of a Rejoinder.

THe said Defendant saving to himself now and at all times hereafter, all and every the advantages of exception to the incertainties and insufficiencies of the said Replication, for Rejoinder saith, That he will aver and prove that his said answer by him put into this Honourable Court, to the Bill of the Plaintiffs is very true, certain and sufficient in the Law, and that all and every the matters, articles and things therein contained are true, in such sort manner and form, as in and by this Defendants said answer they are truly set forth and declared; without that, that any other matter or thing material or effectual in the Law to be rejoined unto in the said Replication contained, and herein not well and sufficiently confessed or avoided, traversed or denied, is true. All which matters and things this Defendant doth and will aver and prove, as this Honourable Court shall award; and therefore prayeth, as in and by the said answer he hath already prayed.

Another petition for admittance in Forma Pauperis.

Humbly sheweth, That D. Q. I. S. and others, have much wronged and oppressed your Petitioner, to his utter undoing, as may appear by several writings extant to be shewn; and because his adversaries are rich and powerful, and your Petitioner poor and distressed, he is unable to contend in Law for his relief.

Now for that your Petitioner is not worth five pounds in all the World (his debts paid) he most humbly beseecheth your Lordships to admit him *in Forma Pauperis* in this Honourable Court against the said parties and others, appointing him such for his Council, and such for his Attorney, as your Lordships shall think meet, and your Petitioner shall pray, &c.

A warrant upon a Reference to a Master.

20 Janij.

1663. Inter W. O. quer. &c. R. G. Defend.

BY virtue of an Order of the 30 of M. last past, I have appointed to consider of the matter to be reserved on T. next, at four of the Clock in the Afternoon, at my Chamber

Chamber in, &c. whereof let the said Plaintiff, his Clerk or Solicitor have notice, to the end they may then and there attend, and with Council if they please.

L. G.

An Affidavit for serving a Subpoena. Inter L. G. Quer. and R. W. Defend.

I G. of S. in the County of, &c. maketh Oath, That on, &c. of this present February, he personally served a Subpoena out of the Honourable Court of Chancery under Seal on R. W. of, &c. by delivering that (or the Libel or body) &c. at his house unto the wife of the said R. W. by which Subpoena he was to appear at the suit of L. G. of &c. and was returnable the first of this present month of, &c.

Jurat. 6. die Febr. 1633.

I. P.

A Replication.

The Replication of T. E. Plaintiff, to the Answer of G. C. Defendant.

THe said Repliant, saving unto himself now, and at all times hereafter, all and every the advantages and exceptions to the incertainty and insufficiency of the said Answer, for Replication thereunto saith; That he will aver and prove, that his said Bill by him exhibited against the Defendant into this Honourable Court, is true, certain and sufficient in the Law to be answered unto, and that all and every the matters, articles and things therein contained are true in such manner and form, as in and by the said Bill is set forth, and that the answer of the Defendant is uncertain and untrue, and insufficient to be replied unto; without that, that any other matter or thing material or effectual in the Law contained in the said answer to be replied unto, and herein not replied unto, confessed and avoided, traversed or denied is true, all which matters and things, the said Plaintiff is, and will be ready to aver and prove, as this Honourable Court shall award, and therefore he doth pray, as formerly by his said Bill he hath already prayed.

An Affidavit that the Defendant cannot answer without sight of writings in the Country.

Inter { *G. R. Quer. & W. G.*
& al. Defendant.

THe said Defendant W. O. maketh Oath, that upon perusal of the Plaintiffs Bill, he finds he cannot make direct and perfect answer to the same, without the sight of certain writings, which are in the County of H. about thirty miles distant from this Court : And further deposeth, that his wife is at this present so sick and weak, that she is not able to make her personal appearance in the Court without danger of her life.

Jurat. 27 die M. 1633.

J. M.

The form of an Administrators Account.

THe Account of L. S. &c. Administrator of all and singular the Goods and Chattels of R. S. of, &c. his Brother deceased, as well of and for such and so much of the same Goods and Chattels as come to his hands as of and for his payments and disbursements out of the same, as followeth, &c.

The said Accomptant chargeth himself with all and singular the Goods and Chattels of the said deceased, specified in an Inventory thereof made and exhibited into the Registry of the Prerogative Court of *Canterbury*, amounting, as by the same Inventory appeareth to the sum of ———— And petitions for allowance as follows :

I*mprimis*, The said Accomptant desireth allowance of the several charges of the said deceased, as followeth, *viz.* &c. amounting one way or other, as this Accomptant hath them in particulars, to the sum of ————

Item, The said Accomptant desireth allowance of certain debts due by the deceased at his death, which this Accomptant hath since his death paid and discharged, that is, to pay and discharge as followeth, *viz.* *Imprimis*, to such a one—

The leading of an Inventory.

A True Inventory of all and singular the goods, chattels and credits of R. S. Gentleman, deceased, prais'd at L. the date of, &c. by J. T. &c. as followeth.

Imprimis, his purse and apparel _____

Item, his books _____

Item, the annuity of A. B. _____

Item, the Reversion of N. Close _____

Sum _____

Item, one R. and E. _____

Debts _____

Item, Debts owing him _____

Item desperate Debts _____

Sum _____

An Answer to a Bill to be relieved against 8 l. per centum, for mony left in the hands of a Purchaser paid for after that rate.

The several answers of J. L. one of the Defendants to the Bill of Complaint of S. C. Esq; Complainant.

THe said Defendant now and at all times hereafter saving to himself all advantage and benefit of exception to the uncertainties and insufficiencies of the said Complainants Bill of Complaint, for answer therunto he saith, True it is, that in November, &c. he this Defendant, together with his Brother F. L. and W. did bargain and sell unto, W. C. in the Complainants Bill named, and to his heirs, the selte of the Capital Messuage or Farm of C. with the appurtenances, in the County of O. in the Bill mentioned, with other lands and premises, for which the said W. did covenant and agree to pay the sum of Six thousand pounds, as in the Complainants Bill is mentioned, One thousand pound whereof the said W. was by agreement to keep in his hands, being part of the purchase-mony, for the benefit and behoof of S. L. widow, this Defendants mother, and for the Defendant F. L. this Defendants Brother, and to such person or persons, and to and for such use and uses as the said F. should nominate

minate and appoint, to the intent that the said B. in consideration of the said One thousand pounds remaining in the hands of the said W. C. should receive Fourscore pounds *per annum*, in respect of her releasing of her Joynture of and in the premises, which was to be paid every half year unto the said B. for and during her natural life, in case the said F. L. lived, who is Survivor, and after her decease, the said Fourscore pounds *per annum*, to be paid to the said Defendant F. L. for and during his natural life, and to such women as he should take to wife, in case the said F. married and dyed before such a wife, for and during her natural life, for and in lieu of her Joynture, with divers other covenants and conditions contained in an Indenture made the, &c. between the said B. L. and F. L. on the one part, and the said W. C. on the other part, to which this Defendant in all things referreth himself, as therein more at large the same doth and may appear. And amongst the rest it is covenanted and agreed between the parties to the said Indenture, that after the death of the said F. and of his said wife, if he did marry, then the said One thousand pounds to remain to the issue of their two bodies lawfully begotten; and if they have no issue then living, then the said One thousand pounds is to go according to the true intent and meaning of the said last recited Indenture: and if the other Defendant R. L. this Defendants second Brother should happen to die, surviving the said F. then the said One thousand pounds is to remain in the hands of the said F. for ever; and for their better securing of the payment of the said Fourscore pounds *per annum*, and of the said One thousand pounds, the said W. C. in and by the said last recited Indenture, did grant, bargain, sell, enfeof and confirm unto the said B. this Defendants Mother, and to the said F. L. his Heirs and Assigns forever, all that piece or parcel of pasture ground lying in C. aforesaid, commonly called or known by the name of, &c. then in the tenure or occupation of this Defendant, to which said Indenture this Defendant referreth himself, as will more at large appear. And this Defendant saith, that the said W. C. well knowing that he was thereunto bound by this agreement, during his life time, did justly and truly pay the said Fourscore pounds *per annum*, unto the said B. this Defendants mother, by half yearly payments during her life time, who dyed about, &c. since, &c. and by and after the decease of the said F. L. this Defendants Brother, by the advice and coun-

sel of the Complainant himself, by this Deed of Assign-
 ment, with a Letter of Attorney bearing date the, &c.
 did for and in consideration of the sum of Eight hundred and
 threescore pounds, part of the said purchase money which
 the said F. L. did agree to pay unto this Defendant, in respect
 this Defendant joyned in the sale of the said Mannor, Lands
 and Premises, and did enter into a Bond of Fourscore pounds
 for payment thereof, and of other monies to this Defendants
 Brother accordingly, did grant and assign unto this Defen-
 dant, and his Heirs and Assigns, the said Fourscore pounds
per annum, during the life of this Defendants said Brother
 F. as in and by the said Deed of Assignment (relation be-
 ing thereunto had) at large the same may and doth appear.
 And this Defendant saith, That after the said Assignment so
 made unto this Defendant, the said W. C. did by himself and
 his Servant, and other on his behalf, during all his life time,
 pay the said Fourscore pounds *per annum* to this Defendant :
 And this Defendant is perswaded, had not the said W. C.
 well known that the said Fourscore pounds *per annum* was
 due to have been paid by him, that he would not have paid
 the same to this Defendant. And this Defendant saith,
 that after the death of the said W. C. I. C. his Son and
 heir, or some other on his behalf, did pay the same unto
 this Defendant, and this Defendant believeth the Com-
 plainant hath some Conveyance of the said premises from
 the said I. C. but for what consideration this Defendant
 knoweth not; and saith, that the Complainant himself
 since the said purchase hath paid the same to this Defen-
 dant, and therefore this Defendant conceiveth that he is
 unjustly troubled touching the premises. And this Defen-
 dant saith, that therefore (under favour) this Defendant
 conceiveth, that the said Fourscore pounds *per annum*, and
 also the said One thousand pounds, secured by part of the
 premises bargained and sold, as aforesaid, it being so long
 before the Statute made for reducing interest mony from
 Eight to Six in the hundred, and the same Fourscore pounds
per annum, being (as the Defendant conceives) due as parcel
 of the Contract for the said Lands assigned over to the De-
 fendant for great and valuable considerations, the same shall
 not now be infringed, broken or repealed, for the causes in
 the Bill mentioned, or for any causes whatsoever; the rather
 for that this Defendant and his Brother, upon the considera-
 tions and conditions aforesaid, did bargain and sell the said
 Mannors, Lands and Premises at an undervalue: without that,

that any other matter or thing in the said Bill of Complaint contained material or effectual in the Law, for this Defendant to make answer unto, and not herein before sufficiently answered unto, confessed and avoided, traversed or denied, is true in such manner and form as in the said Bill is alledged: and this Defendant prayeth to be dismissed out of this Honourable Court, with his reasonable costs and charges in this behalf most wrongfully sustained.

The beginning and conclusion of a Bill in Chancery.

To the Right Honourable the Lords Commissioners of the great Seal of England.

S Heweth unto your Lordships, your Orator E. L. of the City of N. in the County of W. Gentleman. and M. his Wife, Whereas, &c. The conclusion, May it therefore please your good Lordships to grant to your said Orators a *Subpœna*, to be directed unto the said W. C. thereby commanding him (and them, and every of them) at a certain day, and under a certain pain therein to be limited, personally to appear before your Lordships in this high and honourable Court of Chancery, to answer the premisses, and further to stand unto and abide such order, direction and award concerning the same, as unto your Lordships shall seem meet: and your Orators shall daily pray for the long continuance of your Lordships prosperous estate.

A Lease of a Mill.

T His Indenture made, &c. between Sir T. C. of, &c. Knight, and L. his wife, of the one part, and T. A. of, &c. of the other part, witnesseth, That the said T. C. and L. for and in consideration of the rent and covenants hereafter in these presents expressed, and also for divers other reasonable considerations them thereunto moving, Have demised, granted, and to farm-letten, and by these presents do for them, their &c. demise, grant and to farm let, unto the said T. A. all that their Grist, Water-Mill and Mills, being two Grist-Mills under one Roof, commonly

monly called or known by the name of S. Mill, with the appurtenances, situate and being in the Parish of, &c. sometimes in the tenure or occupation of one E. D. and now or late in the tenure or occupation of N. C. or his Assigns, and the ground and soil whereupon the said Mill and Mills do stand, containing by estimation one fourth part of an Acre, be it more or less, and also the scite of Mill, as well customary as conventional of all the Tenants of that Mannor of D. in the said County, and all the Toll and Custom for grinding of all the Corn and Grain whatsoever, as well of all the Tenants and Under-tenants of the said Mannor, now being, or which hereafter at any time shall be during the term by these presents demised, as of all the Inhabitants now dwelling or abiding, or which hereafter shall dwell or abide within the said Mannor of D. aforesaid, and also all toll, benefit and custom for grinding of Corn and Grain whatsoever, and also all and singular Hed-wares, and Mill-ponds, and the Soil whereon the said Head-wares and Mill-ponds do stand and are builded, and all Head-wares hereafter to be builded, and the Soil and Earth thereof, and all Mill-pools, Mill-dams, Stanks, Banks, Ponds, Streams, Water, Water-courses, Rivers, Fishing, Fishing places, Ways, Paths, Passages, Easements, Profits, Commodities, Advantages, Emoluments and Appurtenances whatsoever to the said Mill, and other the premisses by these presents demised and granted, or any of them, or to any part or parcel thereof incident, belonging or appertaining, or with the same now or at any time heretofore let, used, occupied, had, taken, reputed or enjoyed. To have and to hold the said Mill, and the ground and the soil thereof with the appurtenances, and the said scite or Mill of all the Tenants of the said Mannor, and the said toll and custom of grinding of all Corn and Grain of the said Tenants and Inhabitants aforesaid, and all toll and custom of grinding of all Corn and Grain whatsoever, and the said Wares, Mill-dams, Mill-ponds, and the Ground and Soil thereof, Mill-pools, and Stanks, Banks, Rivers, Streams, Ways, Passages, Fishings, and all and singular other the premisses herein before-mentioned, or intended to be hereby demised and granted, and every part and parcel thereof, with the appurtenances, unto the said T. A. his Executors, Administrators and Assigns, from the Feast-day of, &c. last past, before the date thereof, for and during,
and

and unto the full end and term of, &c. from thence next ensuing, and fully to be compleat and ended; yielding and paying therefore yearly during the said term, the yearly rent or sum of &c. at two of the most usual Feasts or terms of payment in the year, that is to say, at the Feast, &c. by even and equal portions, the first payment thereof to begin and to be made at or on the Feast-day of, &c. next ensuing the date hereof: And if it shall happen the said yearly rent of, &c. or any part thereof to be behind and unpaid by the space of fourteen days next over or after any of the said Feasts or days of payment, wherein the same ought to be paid, as aforesaid, being lawfully demanded, that then and from thenceforth, and at all times afterwards, it shall and may be lawful to and for the said T. C. and D. his wife, or either of them, their or either of their Heirs, Executors, &c. into the said demised premisses, and every part and parcel thereof to re-enter, and the same to have again, detain and possess, as in his, her or their first and former estate; and the said T. A. his, &c. thereout and from thence utterly to expel, put out and amove, these presents, or any thing herein contained to the contrary thereof in any wise notwithstanding. And the said T. A. for himself, his, &c. and for every of them, doth covenant, promise and grant, to and with the said Sir T. C. and D. &c. by these presents, in manner and form following: That is to say, That he the said T. A. his, &c. shall and will from time to time, during the said term of, &c. hereby granted, do and make his and their suit and service, for and in respect of the premisses, to the Court and Courts of the said Sir T. C. and D. and their Heirs, to be kept and holden wthin the said Mannor of D. upon such reasonable warning, as there is given or used, or else in default and neglect thereof, shall and will yearly during the said term, pay or cause to be paid unto the said Sir T. B. and D. and their Heirs, the sum of, &c. if it be demanded. And the said T. A. doth for himself, his, &c. further covenant, promise and grant, to and with the said Sir T. C. and D. that he the said T. A. his, &c. wthin the space of three years next ensuing the date thereof, shall and will at his and their own proper costs and charges, lay out, disburse and bestow upon, about and in reparings bettering and amending the said Mill or Mills before hereby demised, where most need shall be required, the

the sum of, &c. and also that he the said T. A. his &c. at his and their like proper costs and charges, shall and will well and, &c. repair, amend, maintain, uphold and keep the said Mills to be repaired and amended, as aforesaid, and all other the afore demised premises, with the appurtenances, in, by and with all and all manner of needful and necessary reparations and amendments whatsoever, when and as often as need shall require, during the said term: and the same Mills, and other the premises, with the appurtenances, so being well and sufficiently repaired, upholden and amended, in the end or other determination of this present Lease, shall and will leave and yield up unto the said Sir T. C. and D. or one of them, their or one of their Heirs or Assigns. And the said T. A. for him, his, &c. doth likewise covenant and grant to and with the said, &c. that he the said T. A. his, &c. shall and will well and truly pay, or cause to be paid to the said, &c. his, &c. the said yearly rent of, &c. in manner and form as is before in these presents expressed, limited and declared. And the said Sir T. C. and D. do for them and their Heirs and Assigns, covenant and grant to and with the said T. A. his, &c. that in case any of the Tenants or Inhabitants of the said Mannor of, &c. shall and do at any time, during the said term hereby granted, withdraw or surcease to do suit of Mill to the said Mill, or to bring and carry, or cause to be brought or carried their Corn and Grain whatsoever to the said Mill or Mills by these presents demised, there to have the same ground, or shall carry the same to any other place or places, to any Mill or Mills to be ground, then the Steward or Stewards of the said Mannor for the time being, shall and will upon all and every the presentment, and presentments thereof, make, set and impose upon every such Tenant and Tenants and Inhabitants, so withdrawing, and not doing his, or their suit or suits of Mill to the said Mill or Mills, such lawful and reasonable Fine and Fines, Amerciament and Amerciaments from time to time, as in such case is lawful and usual; and the same Fine or Amerciament so imposed, shall receive or levy, and being so received or levied, pay and deliver the same, or so much thereof, as the said T. A. his, &c. shall be prejudiced or damaged by reason of such withdrawing, as aforesaid, unto the said T. A. his, &c. And lastly, the said Sir T. C. and D. for them, their, &c. do covenant

nant, promise and grant to and with the said, &c. by these presents, that the said T. A. his &c. and every of them, for and under the payment of the said yearly rent of, &c. above by these presents reserved in manner and form aforesaid, and performing, fulfilling and keeping all and singular the covenants, grants, articles, clauses and agreements before in these presents contained, which on his and their parts are and ought to be observed, performed, fulfilled and kept, shall and may lawfully, peaceably, and quietly have, hold, occupy, possess and enjoy all and singular the said demised premises, and every and part and parcel thereof, with their and every of their appurtenances without lawful let, suit, trouble, eviction, ejection, molestation or interruption whatsoever of them the said T. C. and D. or either of them, their or either of their Heirs or Assigns, or any of them, their or either of their persons, whatsoever claiming or to claim from, by or under him, her, them, or any of them, or for or by reason of his, her, their or either of their acts, titles, means, assent, consent or procurement. In witness, &c.

A single Obligation from one to one.

K Now all men by these presents, that I A. B. of the Parish of D. in the County of E. Husbandman, do stand, and am firmly bounden, and obliged to F. C. of H. in the County E. Yeoman, in the sum. of Fifty and one pounds and ten shillings, of good and lawful money of *England*, to be paid to the said F. G. or his true and lawful Attorney, Executors or Administrators: to the which payment well, faithfully and truly to be paid, I do bind me, my Heirs, Executors and Administrators firmly by these presents. Sealed with my Seal. Dated the fifth day of *October*, in the year of our Lord God, One thousand six hundred fifty and one.

An Obligation from two to one.

K Now all men by these presents, That we A. B. of the Parish of C. in the County of E. Gentlemen, and F. G. of the Parish of H. in the County aforesaid Esq; do stand and are firmly bounden and obliged unto Sir H. H.
of

of the Parish of K. in the said County of E. Knight, in the sum of One hundred and three pounds of good and lawful money of *England*, to be paid to the said Sir H. I. or his true and lawful Attorney, Executors, and Administrators; to the which payment well and truly to be made, we bind our selves, and either of us by himself joyntly and severally for the whole, and in the whole, our and either of our Heirs, Executors, and Administrators, and every of them firmly by these presents. Sealed with our Seals. Dated the tenth day of *September*, in the year of our Lord God, One thousand six hundred fifty and one.

An Obligation from three to one.

K Now all men by these presents, That we A. B. of C. in the County of D. Widow, E. F. of G. in the said County single woman, H. I. of G. aforesaid, in the said County Mercer, do stand and are firmly bound and obliged unto K. L. Citizen and Merchant Adventurer of *London*, in the sum of 400 l. of good and lawful money of *England*, to be paid to the said K. L. or his true and lawful Attorney, Executors and Administrators: to the which payment well and truly to be made, we do bind us, and every and either of us joyntly and severally, for and in the whole, our and every and either of our Heirs, Executors and Administrators, and every of them firmly by these presents. Sealed with our Seals. Dated the fifteenth day of *October*, in the year of our Lord God, One thousand six hundred and fifty one.

A Condition for replevyng Goods.

W Hereas the above named G. S. by virtue of his Office, as Steward or Clerk of the Mannor, &c. upon several complaints and allegations of the above-bound T. H. hath granted forth several precepts for the replevyng of divers and sundry of the Goods and Chattels, &c. detained by one, &c. Now therefore the Condition, &c. That if the said, &c. do with effect prosecute the Action which he hath commenced against the said, &c. concerning the said Goods, and shall also make due.

due return of the same, if return by Law shall be adjudged, and him the said G.S. from time to time, and at all times hereafter, do and shall save, defend and keep harmless and indemnified, against all men concerning the said Goods and Chattels, and the several Replevies therefore granted: That then, &c.

Another Condition for replevying of Cattel.

THe Condition of this Obligation is such, That whereas W. H. Gentleman, hath impounded one Mare, two Colts, and two Nags, of the Goods and Chattels of J. P. Clerk at Helwels pound within the Liberty of Week-regs, and thereupon a Replevin is orderly granted to the Balliff of the said Liberty, for delivery of the said Cattle unto the said J. P. if therefore the said J. P. do and shall follow the suit with effect against the said M. H. for the taking and withholding of the said Mare, two Colts, and two Nags, and return the same, if the return thereof shall be so adjudged, according to the Statute in that case made and provided, and also save and keep harmless the above named Sir W. H. Knight, High-Sheriff, his Deputy, Deputies and other Officers of the same Court of the said Mannor, for, touching and concerning the granting of the said Replevin of the said Mare, two Colts, and two Nags, and every thing else concerning the same without fraud, That then this Obligation to be void and of none effect, or else to remain in full force and virtue.

A Condition to pay the moiety of the Debt when it shall be received.

WHereas E.B. of, &c. by one Obligation bearing date the, &c. (reciting the Bond) and whereas the moiety or one half-part of the said sum of, &c. is due and payable unto the within named, &c. as money by him payable unto the said F. and whereas the said, &c. before the enfealing of the same recited Obligation, did consent and agree that the said Obligation should be made only in the name of the said T. L. and the said T. L. to give his Obligation to the said R. G. for the same moiety or half part of the said debt. Now if the said T. L. his, &c. or any of them, do well and truly pay unto the said

said R. his, &c. the sum of, &c. at or in, &c. being the moiety of the said, &c. on the, &c. or with as much convenient speed as he the said T. his, &c. can or may; next after he or they, or any of them shall have received the said sum of, &c. in the condition of, &c. specified, with such interest as shall be due for the moiety thereof. And if the said sum of, &c. shall not be paid at one entire payment on the said, &c. according to the condition of the said Obligation, then if the said, &c. his, &c. do and shall well and truly pay unto the said, &c. his, &c. without any delay the moiety of such part thereof, as he or they shall or may receive from time to time, &c. That then, &c.

Articles of Agreement indented, made, concluded and fully agreed upon the 30 day of, &c. between E. M. of, &c. and R. A. of London, Merchant, &c.

V Hereas the said E.M. the day of the date thereof, hath freely given and delivered unto the said R.A. the sum of, &c. to the Intent and purpose that he the said R. A. shall accept and take into his service to be employed in merchandizing affairs, W. M. Son of her the said E. M. in consideration whereof, but more especially at her request, and of the affection that the said R. A. beareth to the said W. M. he the said R. A. is contented and agreed to accept and take the said W. M. to be his servant in merchandizing affairs, and other businesses, and accordingly to employ him therein, not only in England, but in the parts beyond the Seas, where the said R. A. now tradeth, or hereafter shall trade, and that for the term or space of seven years, to be accompted from, &c. next ensuing the date of these presents. &c. and thereupon the said E.M. for her self, her Executors and Administrators, doth covenant and grant to with and the said R. A. his, &c. by these presents, that the aforesaid W. M. her Son, shall, during all the said term (if he so long live) well, diligently and faithfully, to the utmost of his power and skill, serve him the said R. A. in the Trade of Merchandizing, and other his affairs, at such place or places, either beyond the Seas, or on this side, where the said R. A. shall design and appoint him, and without absenting himself out of his said service or employment, or neglecting

letting the same : and that he the said W. M. at all times hereafter, during the said term, shall from time to time, not only receive and take into his charge and custody all and every such goods and merchandizes whatsoever, as by or for the use or account of the said R. A. shall be consigned or sent to him the said W. M. but also sell, utter and dispose of the same Goods and Merchandizes to the most profit he can for the said R. A. his, &c. and shall also from time to time, and at all times, during the said term, follow and perform all and every such advice, directions, orders and commissions, as the said R. A. shall by Letter of Advice, or otherwise give, send or make known to him the said W. M. in, about or concerning the Factory or Merchandizing aforesaid, and also that he the said W. M. shall at the charges of the said R. A. his, &c. provide and keep in due orderly manner, books of Accompt touching his said employments in Merchandizing, as aforesaid, according to the custom of Merchants in such cases used, and shall deal justly, truly, plainly and faithfully to and with the said R. A. his, &c. in all and every his accompts, reckonings, bargains, buying, selling, doings and dealings in and about his said employment in Merchandizing, as aforesaid, and shall from time to time, once in every six months, or oftner transmit and send unto the said R. A. his &c. true accompts and reckonings of all the businesses and dealings of the said W. M. in the premisses, and shall also send Letters of Advice of the said R. A. so often as conveniently he may or can, of all matters and occurrences that shall necessarily arise concerning his service or employment, and shall also return and come to *England*, and bring all his Books of Accompts with him, whensoever he shall be thereunto advised and required by the said R. A. his, &c. by Letters missive or otherwise : and that the said W. M. shall from time to time upon every reasonable request, not only shew forth all his books of accompts concerning all his doings and dealings, as aforesaid, and make and give unto the said R. A. his, &c. a just, true, plain and perfect accompt and reckoning in writing, of, for and concerning all and every such goods, wares, mony, debts and Merchandizes whatsoever, as well of the said R. A. for his own proper use, or joyntly with any others which shall hereafter come to the hands, charge or factory of him the said W. M. or for which he the said W. M. may or ought to be accompe-
 able

able unto the said R. A. his, &c. And moreover, that he the said W. M. shall not within, &c. next after the making and giving up every such accompt, as aforesaid, well and truly satisfy, pay and deliver unto the said R. A. his, &c. all and every such Goods, Wares, Monies, Debts, Merchandizes, Specialties and other things whatsoever, as by or upon the foot of the same Accompt shall appear, or be found to be due, coming or belonging to him the said R. A. his, &c. by or from the said W. M. in any manner of wife.

Item, The said E. M. for her self, her, &c. doth covenant, promise and agree, to and with the said R. A. his, &c. by these Presents, that she the said E. M. her, &c. at her and their own proper costs and charges shall and will find, provide and allow unto and for her own Son, decent and fitting Linnen, Woollen, and all other Apparel of all sorts fitting for him in his Service and Employment, during the said term.

Item, The said R. A. doth covenant, &c. to find and provide unto the said, &c. competent and fitting Mear, Drink, Washing and Lodging, and all other Necessaries, (Apparel only excepted) during all the said term, In witness, &c.

Bonds must be entred into for performance of the Articles aforesaid.

PART III.

A Deed for the Revoking of a Bargain and Sale, if so much Money be paid.

THis Indenture made, &c. in the fourteenth Year of the Reign of our Sovereign Lord CHARLES the Second, by the Grace of God, of England, Scotland, France and Ireland, Defender of the Faith, &c. *Anno Dom. 1662.* between Sir I. S. of. &c. of the one part, and I. C. &c. of the other part; whereas the said I. C. by his Deed indented under his Hand and Seal, bearing date, &c. for the consideration therein mentioned, did alien, bargain, sell, enfeoff and confirm unto the said Sir I. S. and his Heirs, All that the Mannor and Lordship of G. in the Countrey of, &c. with all the Rights, Members and Appurtenances thereunto belonging, together with all such other things as in the said Deed are expressed and contained, as thereby doth and may more fully appear: Now witnesseth this present Indenture, and the said Sir I. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said I. C. his Heirs, Executors, Administrators and Assigns, and every of them by these Presents, That if the said I. C. his Heirs, Executors, &c. shall pay, &c. unto the said Sir I. S. &c. the sum of, &c. that then the said Deed of Bargain and Sale, shall be void, frustrate, and of none effect or force in the Law, to all intents and purposes. And that then also the said I. C. his Executors, &c. Immediately after the payment of the said sum of 2392 l. to the said Sir I. S. his, &c. at the day and place aforesaid, upon request to them or any of them made, shall and will redeliver to the said I. C. his Executors, Administrators or Assigns, the said Indenture of Bargain and Sale, and the counterpart of this Indenture, and one Recognizance in the nature of a Statute-staple, of the sum of 4000 l. wherein the said I. C. standeth bounden unto the said Sir I. S. and all such Deeds, Evidences and Writings

concerning the said Mannors and Premises, which the said Sir I.S. or any other to his use, or by his appointment, shall have, then had, and received of and from the said I.C. or of any other whatsoever, safe, undefaced and uncanceled, and in as good plight, as he or any other to his use, or by his appointment, shall have received the same, and that then also the said Sir I.S. his Heirs, &c. or some or one of them, shall and will upon reasonable request made, and at the proper Costs and Charges in the Law of the said I.C. his Heirs and Assigns, grant, release and assign over the said Deed or Indenture of Bargain and Sale; and all his, their, and every of their Rights, Estates and Interests therein, unto the said I.C. his Heirs, Executors and Assigns, freed and discharged of and from all, and all manner of charges, Incumbrances and demands whatsoever, had, made, committed, done, or willingly suffered by the said Sir I.S. his Heirs, Executors, &c. or any of them, in such manner and sort, as by the said I.C. his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised, and required, so as he nor they be not compelled to travel further than the places of their abode, for the effecting thereof: And further, it is the true intent and meaning of these Presents, and the parties hereunto, and the true intent, meaning and agreement of the said former Indenture of Bargain and Sale, that it shall and may be lawful to and for the said I.C. his Heirs, Executors, Administrators and Assigns, to have, hold and enjoy the said Mannors and Premises, with their Appurtenances, and to perceive, receive, and take the Rents, Issues, Revenues and Profits thereof, to his and their own use and uses, from time to time, and at all times hereafter, until default be made of payment of the said Sum of 2392 l. before-mentioned, or of any part thereof, at the day and place before-mentioned, limited and appointed for the payment thereof, and during such time, and until such default be made, he the said I.C. for him, his Heirs, Executors, Administrators and Assigns, doth covenant, grant and agree, to and with the said Sir I.S. his Heirs, Executors, Administrators or Assigns, that he the said I.C. his Heirs, Executors, Administrators or Assigns, will not do, commit, or willingly suffer any manner of waste, spoil or destruction of, and in the Premises, or any part thereof, otherwise than for the necessary repair, building, or re-edifying of any Messuage-house, or building upon any the Messuages, Houses or Edifices before-specified. And the said I.C. &c. covenanteth, &c. that if he the said I.C. his Heirs,

&c.

&c. do not well and truly pay unto the said Sir I. S. his Heirs, &c. the said Sum of 2392 l. before-men-tioned, to be paid at the day and place of paym-nt afore-said, according to the true intent and meaning of these Presents, that then he the said I.C. his Heirs and Assigns shall and will within twenty days next after default of payment of the said Sum of two thousand three hundred ninety two pounds before-men-tioned, to be paid, delivered, or cause to be delivered up unto the said Sir I. S. his Heirs and Assigns, the full, quiet and peaceable possessions of the said Mannor or Lordship of S. and Premises with the Appurtenances, to the use and behoof of the said Sir I.S. and of his Heirs and Assigns for ever.

A Deed of Covenants to declare the trusts in a former Bargain and Sale; the Lands being to be sold for payment of Debts.

THis Indenture made, &c. between, &c. Whereas the said I.C. by his Indenture bearing date with these Presents made between him the said I. C. of the one part, and the said A.B. C.D. E.F. and G.H. of the other part; for the considerations therein mentioned, hath granted, bargained and sold unto the said A.B. C.D. E.F. and G.H. their Heirs and Assigns for ever, All that Capital Messuage or Tenement, &c. as in the other Book to the end of the *Habund.* as in and by the said Indenture of Bargain and Sale more at large appeareth. Now this Indenture witnesseth, and it is hereby agreed and declared by and between all the parties to these Presents, that the said Grant, Bargain and Sale was and is made, and the said A.B. C.D. E.F. and G.H. and their Heirs, are and shall stand trusted with the Premises, to the intent and purpose, and upon trust and confidence that the said Land and Premises may be sold to the best value that may be, and the Mony which shall be raised thereby, to be disposed of, for and towards the payment and satisfaction of such Debts of the said I.C. as are mentioned in the Schedules hereunto annexed, in such order as they are therein set down.

And lastly, It is agreed by and between all the parties to these Presents, and by them declared to be their true intent and meaning, That if in case there be any over-plus remaining of the Mony which shall be raised by sale of the said Lands and Premises, after such time as the Debts mentioned in the said Schedule be paid and discharged, That then such over-plus shall be employed and disposed of, for and towards the satisfaction of such other Debts as the said I.C. shall by any Writing to be by him signed and sealed in

the presence of two or more Witnesses, declare and appoint, and no otherwise.

A Release for Money that was left in the hands of a Purchaser, or payment thereof.

THis Indenture made, &c. Between R.L. of S. in the County of C. Gent. and J. C. of the Inner-Temple L. Esq; of the other part; and T.G. Esq; of the City of L. of the other part. Whereas upon a Purchase lately made by the said T.G. of and from the said R.L. J.C. and S. his Wife, Daughter of the said R.L. of certain Lands in C. in the County of O. the Sum of 628 *l.* part of the Purchase-mony payable by the said T.G. to the said R. L. was by agreement between them to remain in the hands of the said T. G. for such time, and upon such Conditions, and to such intents and purposes, as E. H. of and in the County of D. should set down and appoint, which Sum of 628 *l.* was intended to remain as a security for the said T.G. against all Incumbrances whereby the said Lands are or may be charged, and for saving him harmless from all damages whatsoever, which may, or might at any time hereafter happen to fall upon the said T. G. his Heirs or Assigns, or upon any of the said Lands and Premises, of any other the Lands of the said T. G. for or by reason of any the Debts of the said I. C. and W. C. his deceased Father, or any of them; and whereas the said T.G. at the time of the enscalling of these Presents, at the request of the said R. L. hath paid the said Sum of 628 *l.* to the said I.C. and R.L. or one of them, or to such as were appointed by them, or one of them, to receive the same. Now that the said R. L. and I.C. have received the said Sum of 628 *l.* of and from the said T.G. the receipt whereof they do hereby acknowledge, and that the same is the last payment, and in full satisfaction of and for all the Lands, Tenements and Hereditaments which the said I. C. had in the County of O. and which the said T.G. purchased, and thereof and of every part and parcel thereof, they do clearly and absolutely acquit and discharge the said T. G. his Heirs, Executors and Administrators, for ever by these Presents: And in consideration of the Premises, the said R. L. and I. C. do for themselves joynly, and either of them for himself severally doth covenant, promise and grant to and with the said T. G. his Heirs, Executors and Assigns, that they the said R.L. and I.C. shall and will from time to time, and at all times hereafter save, defend and keep harmless

less the said T. G. his Heirs, Executors and Assigns, and also all the said Lands and Premises in C. aforesaid, or elsewhere in the said County of O. so purchased by him the said T. G. and all other his Lands, Tenements, Goods and Chattels, of and from all loss and damage whatsoever, which shall happen, arise or befall, or in respect of any the Debts of the said W. C. and I. C. or of either of them : In witness, &c.

A Proviso to be inserted in a Lease, or a Power of Revocation reserved.

PROvided always, That if the said, &c. his Executors or Administrators, or any of them, shall at any time hereafter pay or tender unto the said W. W. his Executors, &c. or to any other person or persons whatsoever, to and for the use of the said W. W. his, &c. the Sum of 12 l. of lawful Money of England, to the intent to make void this present Lease and Demise, and shall express and declare such his, her, or their intention, either by Word or Writing, that then and from thenceforth this present Lease and Demise shall cease and be void : In witness, &c.

A Presentation of a Minister to a Living, according to the Form now used.

TO all Christian People, to whom this present Writing shall come, we A. B. and C. D. the true and undoubted Patrons of the Vicarage or Parish-Church of C. in the County of S. send greeting ; Forasmuch as the said Vicarage or Parish-Church is lately by the death of E. F. the late Incumbent there become void, and in our full right of presentation ; We do therefore hereby present you G. H. Clerk, Mr. of Arts, unto the Church of C. aforesaid, and to the Vicarage thereof, to have, hold and enjoy the same, with all and every the Rights, Members and Appurtenances thereunto belonging, according to several former and late Acts of Parliament in this case provided, doing and performing the Duties of a Pastor belonging to the said Church. In witness whereof we have hereunto subscribed our Names and set our Seals this day of In the Year of our Lord God, one thousand six hundred and fifty two.

A Lease of a Parsonage Improprate for three Lives, upon Surrender of a former Lease with extraordinary Covenants, and a Letter of Attorney to deliver possession, together with the Execution thereof endorsed.

THis Indenture made the 5th day of March, in the Year of our Lord God, 1651. between R. S. of the City of Oxford, Gent. of the one part, and W.P. of London Esq; of the other part, witnesseth, That the said S.W. for divers good causes and considerations him hereunto moving, and especially in consideration of a Surrender made to the said W.C. of a Lease now in being for three lives, bearing date the 28th of March, in the sixth year of the Reign of the late King Charles, made by I.S. Father of the said W.S. party to these presents deceased, to Sir H.M. deceased, of the Parsonage of Bray, and other things hereafter in these Presents mention'd, hath demised, granted, and to farm-let, and set to the said W.P. the Scite of the Parsonage of Bray in the County of B. and all the Houses upon the said Scite builded, Arable Lands, Meadows, Leasows and Pastures, Demesnes as well in several as in common, to the said Parsonage belonging, and all the Rents of all the Tenants of the said W.S. as well Free-holders as Customary Tenants, and all the Tithings of Corn and Hay to the said Parsonage belonging, with all other the Profits and Commodities to the said Parsonage belonging or appertaining; except to the said W. S. and his Heirs and Assigns, and always reserved all Wards, Marriages, Reliefs, Escheats, Fines, Herlots, Amerciaments, Woods and Under-woods, and the Advowson of the Parish Church of Bray, when and as oft as it shall be void: To have and to hold the said Scite of the Parsonage aforesaid, and all the said Houses, Lands, Meadows, Leasows, Pastures, Tithes and other the Premises, with all and singular the Commodities and Profits thereunto belonging, with their Appurtenances (except before excepted) to the said W.P. his Executors, Administrators and Assigns, for and during the lives of the said W.P. and M.P. his Wife, and T.P. Son of the said W.P. and for and during the natural life of the longer liver of them, or any of them, yielding and paying therefore yearly, during the said Term, unto the said W.S. his Heirs and Assigns, four Pounds of good and lawful Mony of England, at four Feasts or Terms in the year, That is to say, at the Feast of Saint Thomas the Apostle, the Annunciation of the blessed Lady Saint Mary the Virgin, the Nativity of Saint John the Baptist,

Baptist, and Saint Michael the Arch-Angel, by even and equal portions; and if it happen the said yearly Rent of four pounds, or any part or parcel thereof, to be behind and unpaid, after any of the said Feasts above limited for payment thereof, during the said Term, by the space of one month, that then it shall be lawful to and for the said W.S. his Heirs and Assigns into the said Scite, and all other the Premises to enter and distrain, and the Distresses there taken to lead, drive and carry away, and to detain in the same till the said Rent, and the Arrearages thereof (if any shall be) they shall be fully satisfied and contented; and if the same Rent, or any part or parcel thereof, be behind and unpaid after any of the Feasts above limited, for payment thereof, by the space of one quarter of a year, or if it happen the said W.P. or any of his Assigns, to make any waste in the said Scite or other of the Premises, or any part thereof, except the same be re-edified and builded within one whole year next after notice and warning thereof to them given, that then it shall be lawful to and for the said W.S. his Heirs and Assigns into the said Scite, Lands, Meadows, Leasows, Pastures, Rents, Tithings, and all and singular other the Premises, to re-enter, and the same to have again, possess and enjoy, as in his or their former Estate, and the said W.P. his Executors and Assigns thereof, and from thence utterly to expel and remove, this Indenture, or any thing herein contained to the contrary notwithstanding. And the said W.P. for himself, his Executors, Administrators and Assigns, doth covenant and grant, to and with the said W. S. his Heirs and Assigns, that he the said W.P. his Executors, Administrators and Assigns, shall find to the said W.S. and his Heirs, and his and their Deputies and Officers, coming to the said Scite or Parsonage, as well for the Courts and Law-days there to be kept, as for the survey of the Premises, Meat, Drink, House-room and Beds convenient and necessary for their degrees; and for their Horses, Hay, Litter and Provender sufficient, at the costs of the said W.P. his Executors and Assigns, from time to time during the said term: And that the said W.P. and his Assigns, during the said term, shall yearly find to the Suitors of the Court of Bray, such Dinners or Repasts as I.P. and other Farmers there have used to do, taking of the said W.S. 10 s. yearly during the said term, and that the said W.P. and his Assigns, all the Dung upon the said Scite and other the Premises, gathered and hereafter during the said term, to be gathered upon the Lands and Demesnes of the said Parsonage, and in none other place, shall lay or spread

spread during the said Term, and also shall leave all the Meadows of the said Parsonage unmowed, with their Grass and Vesture full growing as in the beginning of the said Term they shall be left to him; and that the said W.P. and his Assigns, the great Barn of the said Parsonage, and all the Houses upon the said Scire builded, and all the Hedges, Walls, Ditches, Inclosures, and other the Premises during the said Term, shall sufficiently repair, maintain, scour and keep in their only Costs and Expences, and so in the end of the said Term, shall leave them (the said W. P. and his Assigns, taking sufficient great Timber for the same in Grounds of the said W. S. at Bray aforesaid; and the said W. P. Covenanteth and Granteth by these Presents, for him his Executors and Assigns, that he or one of his Assigns, shall be continually dwelling upon the said Scire with all their House-hold, or else shall appoint a convenient Tenant or Undertenant to dwell and abide thereupon by themselves and all their Household, during the said Term: And the said W. S. hath constituted, ordained and appointed, and by these Presents, doth constitute, ordain and appoint H.W. to be his true and lawful Attorney, for him, and in his name and stead, to enter into the said Scire, Parsonage, and other the Premises, or into some part thereof, in the name of the whole, and possession of the same to take, and after to deliver Seisin of all the said Premises, or of some part thereof in the name of the whole, unto the said W. P. or to his Attorney, lawfully authorized to receive the same: To have and to hold, to him the said W.P. his Executors, Administrators and Assigns, for and during the lives of the above-named W.P. M.P. and T. P. and the life of the longer liver of them, according to the purport, effect and true meaning of this Indenture. In witness whereof the said parties to these Presents, their Hands and Seals interchangeably have set, the day and year first above-written.

The Execution of the Letter of Attorney for Possession, endorsed on the back of the Lease aforesaid.

Memorandum, That the day of in the Year of our Lord God &c. the within named H.W. according to the power and authority to him given by the within named W.S. did enter into the Parsonage House of Bray, in the County of B. in the name of the whole Rectory and Premises within mentioned to be demised, and did deliver possession and seisin thereof unto the within named W. P.

W.P. To have and to hold, according to the purport and effect of the Deed within written, in the presence of, &c.

A Grant of an Annuity for three Lives, with the Inheritance of the Land assured for the same by Recovery and Fine. well penned.

THis Indenture made, &c. between the Right Honourable H. Earl of H. and the Right Honourable K. Countess of H. now his Wife, on the one part; and I.S. and A. his Wife, on the other part: Witnesseth, that the said E. for and in consideration of the Sum of 3000 l. of good, &c. hath given and granted, and by these Presents doth give and grant for him, his Heirs, Executors and Administrators, one Annuity of 300 l. of lawful, &c. by the said Earl, his Heirs, Executors, Administrators or Assigns from henceforth yearly to be paid to the said I.S. and A. and their Assigns, and to the Survivor of them, and the Assigns of the Survivor of them by and during all the term of their natural lives of the said I. and A. and the natural life of the longer liver of them, at the Northgate of the New-building, situate within the City of L. commonly called the *Royal Exchange*, &c. at two equal payments in every year in manner and form following, that is to say, on the 20th day of *November* between the hours of, &c. in the Afternoon of the same day 250 l. and on the 20th of *May* between (like hours) in the Afternoon of the same day 250 l. the first payment thereof to begin and to be made on the said 20th day of *November* next coming, and so from thenceforth to have continuance, and yearly to be paid to the said I. and A. and to the longer liver of them and their Assigns, and to the Assigns of the longer liver of them, every year upon the said days, and within the said times, and at the said place, during the natural Lives of the said I. and A. and the natural Life of the longest liver of them.

- And for the said consideration, and for a good and certain Surety and Assurance to be had and made to the said I. S. and A. his Wife, of and for the said Annuity, and yearly payment of 300 l. *Covenant for perfect assurance to be made for the Annuity.* to them, and the Survivor of them, and to their Assigns, and to the Assigns of the Survivor of them, well and truly to be made every Year during their natural lives, and during the natural life of the longer liver of them, according

according to the tenor, effect and true meaning of the Presents: The said Earl for himself, his Heirs, Executors and Administrators, and every of them, and for the said Countess his Wife, doth covenant, grant and agree to and with the

The said Earl and Countess will permit, &c. to recover, &c. by Writ of, &c.

said I. and A. their Executors, Administrators and Assigns, and every of them by these Presents, That he the said Earl and the said Countess his Wife before the last day of Nov. now next coming, shall and will permit and suffer the said I. and A. at the cost and charges of the Law of the said I. lawfully to recover against the said Earl and Countess by Writ of Entry *sur Disseisin*, with Voucher and Vouchers, after the order and course of common Recoveries, of all that the Mannor of A. with the Appurtenances in the County of S. &c. and all and singular Messuages, Lands, Tenements, Rents, Beverfions, Rights, Patronages of Churches, Franchises, Liberties, Juridictions, Priviledges and Hereditaments whatsoever, esteemed, reputed, used, demised, or taken as part, parcel or member of the said Mannor of A. and all and singular Mannors, Messuages, Lands, Tenements, Reversions, Services and Hereditaments whatsoever, which the said Earl and Countess have, or either of them hath, or at any time had, in or within the said, &c.

And also the said Earl and Countess shall likewise permit and suffer the said I. and A. lawfully to recover against the said E. and C. by another Writ of Entry *sur Disseisin*, with Voucher or Vouchers after the order, &c. of all that the Mannor, &c. And that all the said Recoveries shall be in due form of Law lawfully executed.

And moreover, that as well the said E. and C. now his Wife, at the costs and charges of the said I. W. in the Law, on or before the last day of November now next coming as aforesaid, shall and will by Fine in due form of Law, to be levied with Proclamations, according to the Statute in that behalf provided, convey and assure unto the said I. and A. and to their Heirs, or to the Heirs of one of them, all the said Mannors, and all the Premises, with all and singular their Appurtenances, with warranty of the said E. and the said C. his Wife, and of the Heirs of the said E. of all the Premises to the said I. S. and A. his Wife, and to the Heirs of the said I. against all Men; as also, that after the said Fine had, recovered and executed, Sir G. H. Kt. Brother of the said E. on this

side

side (such a day) at the costs and charges in the Law only of the said I. and A. or of their Assigns, shall and will by Fine with Proclamations according to the Statute in due form of Law, by him the said Sir G. to be levied, grant and release unto the said E. and his Heirs, all and singular the Premises with warranty of the same to the said E. and his Heirs against him the said Sir G. and his Heirs according to the usual manner of Fines.

And it is condescended, concluded *That the Fine and Recoveries shall be as well the said Fine of the said E. and C. to the use of, &c.* and the said Recovery and Recoveries,

so to be had and executed, as is aforesaid, as also the said Fine of the said G. H. and all other Fine and Fines, Recovery and Recoveries, Assurance and Assurances whatsoever, specified or mentioned in these Presents, shall be to the uses, intents and purposes hereafter expressed in these Indentures, and to none other use or uses, intent or purpose, that is to say, to the use and behoof of the said E. and his Heirs, until default of payment shall be made of the said Annuity granted by these Presents, or of some part thereof contrary to the form, tenor and effect of these Presents, and after default of payment of the said Annuity, or any part thereof, contrary to the form, tenor and effect of these Presents, then to the only use and behoof of the said I. and A. and for and during the term of their natural lives, and the life of the longer liver of them, their Assignee and Assignees; And the Assignee of the Survivor of them. In witness whereof, the said parties to these Presents, their Hands and Seals interchangeably have set the day and year first above-written.

A Lease for a Year.

THis Indenture made the, &c. day of, &c. in the year of our Lord God, according to the accompt used in England, 1658. between W. S. the elder of, &c. in the County of, &c. Esq; and Doctor in Divinity, of the one part, and S. M. and C. D. of, &c. in the County of, &c. Gent. of the other part, witnesseth, That the said S. W. for, and in consideration of the Sum of five shillings of lawful Mony of England to him in hand paid by the said S. M. and C. D. whereof he doth hereby acknowledge the receipt, hath bargained and sold, and doth by these Presents bargain and sell unto the said S. M. and C. D. their Executors, Administrators and Assigns, all the Lands, Tenements and Hereditaments, with their
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and every of their Appurtenances, commonly called or known by the names of, &c. (containing by estimation six hundred and thirty Acres, be the same more or less, situate, lying and being in the Towns, Parishes, Villages and Hamlets of G. and S. in the said County of, &c. or one of them; together with all other Lands, Tenements and Hereditaments, heretofore of Sir S.W. deceased, and now or late of the said S.W. that are situate, lying and being in the Towns, Villages and Hamlets of M. and T. aforesaid, or either of them) and also the Reversion and Reversions, Remainder and Remainders thereof, to have and to hold the said Lands, Tenements, Hereditaments and Premises, with the Appurtenances, unto the said S.M. and C.D. their Executors, Administrators and Assigns, from the day next before the date hereof, unto the end and term, and for and during the term of one year from thence next ensuing, to the intent, that by vertue thereof, and of the Statute for transferring uses into possession, the said S.M. and C.D. may be in the actual possession of the said Lands, Tenements and Premises, and be enabled to take and accept of a grant and release of the same Premises to them, their Heirs and Assigns for ever. In witness, &c.

A Release and Confirmation of the precedent Lends.

THis Indenture made the, &c. day of, &c. in the year of our Lord God, according to the account used in England 1638. Between W.S. of, &c. in the County of, &c. Esquire and Doctor in Divinity of the one part, and S.M. and C.D. of, &c. in the County of, &c. Gent. of the other part. Whereas the said W.S. by Indenture bearing date the, &c. day of this instant month of, &c. for the consideration therein expressed, did bargain and sell unto the said S.M. and C.D. all those Lands, Tenements and Hereditaments, with their and every of their Appurtenances, commonly called or known by the name of, &c. containing by estimation six hundred and thirty Acres, be the same more or less, situate, lying and being in the Towns, Villages and Hamlets of T. and M. in the said County of, &c. or one of them, together with all other Lands, Tenements and Hereditaments heretofore of Sir S.W. deceased, and now or late of the said S.W. that are situate, lying and being in the Towns, Villages and Hamlets of G. and S. aforesaid, or either of them, and also the Reversion and Reversions, Remainder and Remainders of the said Lands, Tenements and Premises, and every

part thereof: To have and to hold the said Lands, Tenements and Premises, with the Appurtenances, unto the said S. M. and C. D. their Executors, Administrators and Assigns, from the day next before the date of the said recited Indenture, unto the end and term of one year from thence next following: To the intent, that by the vertue thereof, and of the Statute for transferring uses into possession, the said S. M. and C. D. might be in the actual possession of the said Lands, Tenements and Premises; and be enabled to accept of, and take a grant and release of the Reversion and Inheritance thereof to them and their Heirs, to the use of them, their Heirs and Assigns for ever, as by the said recited Indenture more at large appeareth. Now this Indenture witnesseth, that the said S. W. as well for and in consideration of the Sum of, &c. of lawful Mony of England, paid and secured to be paid by the said S. M. and C. D. to several Persons, by the direction and appointment of the said S. W. and for some of his Debts, wherewith the said Lands and Premises stood charged and lyable: That is to say, three thousand pounds, part thereof to F. R. Esquire, and C. I. Citizen and Mercer of London, in satisfaction and discharge of the Mony due to them, by and upon a Grant and Conveyance thereof heretofore made of the said Lands and Premises by the said W. S. and R. I. Esquire, to the said F. R. and C. I. and their Heirs, and, &c. residue of the said Sum of, &c. to Sir C. C. and Sir P. F. in satisfaction and discharge of their Right and Estate which they had, of and in the Premises by a Grant and Conveyance of the said S. W. before this time made to them and their Heirs. As also in consideration of a competent Sum of Mony by the said S. M. and C. D. to the said S. W. in hand paid, whereof he doth hereby acknowledge the receipt, hath granted, remised, released and confirmed, and doth by these Presents grant, remise, release and confirm unto the said S. M. and C. D. in their actual possession now being (by vertue of the said recited Indenture of Bargain and Sale made to them of a year, and of the said Statute) and to their Heirs and Assigns, the aforesaid Lands, Tenements, Hereditaments, and Premises, with the Appurtenances, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of the said S. W. of, in, and to the same and every part thereof; and the Reversion and Reversions, Remainder and Remainders thereof, and of every part thereof: To have and to hold the said Lands, Tenements, Hereditament and Premises, with the Appurtenances unto the said S. M. and C. D. their Heirs and Assigns for ever, to the only use and behoof of the said S. M. and

and C.D. their Heirs and Assigns for ever. And the said S.W. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant and grant, to and with the said S.M. and C.D. their Heirs and Assigns by these Presents, in manner and form following: That is to say, that the said S.M. and C.D. their Heirs and Assigns, shall and may from time to time, and at all times for ever hereafter peaceably and quietly have, hold and enjoy the aforesaid Lands, Tenements and Premises, with the Appurtenances before herein mentioned to be granted, without any let, trouble, molestation or interruption of the said S.W. or of his Heirs, or of any other Person or Persons whatsoever, having or lawfully claiming to have any Estate, Right, Title Interest, Term, Claim, or Demand of, in and to the same, and every and any part thereof, and that freed, acquitted and discharged, or well and sufficiently saved and kept harmless by the said S.W. his Heirs, Executors, Administrators and Assigns, of, and from all former and other Grants, Bargains, Sales, Feoffments, Mortgages, Joynures, Dowers, Leases, Estates, Statutes Merchant, and of the Staple, Recognizance, Judgments, Executions, Post-fines, Issues, Amerciaments, Rent-charge and Seck, all Arrearages of Rents, and of, and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, suffered or done by the said S.W. or by any other Person or Persons whatsoever, except one conditional grant of the Premises heretofore made by the said W.S. and B.J. Esq; to F.R. Esq; and C.I. Citizen and Grocer of London, their Heirs and Assigns, by way of Mortgage for security of payment of a Sum of Money therein mentioned. And also that the said S.W. Sir C.C. and Dame E. his Wife, and S.W. Esq; and C. his Wife, the said C. and E. being Sisters and Co-heirs of S.C. Esq; deceased, their Heirs and Assigns, and all and every other Person and Persons, having or lawfully claiming to have any Estate, Right, Title, Interest, Claim or Demand, of, in or to the said Lands, Tenements and Premises hereby granted, or any part thereof, shall and will from time to time, and at all times hereafter, at the reasonable request, and at the Costs and Charges in the Law of the said S.M. and C.D. their Heirs and Assigns, make, do, acknowledge, levy, suffer and execute, and cause and suffer to be made, done, acknowledged, levied, suffered and executed all and every such other and further acts, things, devices and assurances in the Law whatsoever of the said Lands, Tenements and Premises before herein mentioned to be granted, with the Appurtenances, unto the said S.M. and C.D. their Heirs and Assigns,

be it by fine, feoffment, deed or deeds, enrolled or not enrolled, recovery with voucher or vouchers over, release and confirmation, or by all or any of them, or by any other reasonable assurance in the Law, as by the Council learned in the Law of the said S. M. and C. D. their Heirs and Assigns, shall be reasonably devised or advised and required, the which said further assurance and assurances so to be had and made, shall be and shall enure, to the only use and behoof of the said S. M. and C. D. their Heirs and Assigns for ever, and to no other use or uses, intents or purposes whatsoever. In witness whereof, the said parties to these presents, their Hands and Seals interchangeably have set the day and year first above written.

Note, That this Conveyance of Lease and Release is much in use, and works without the formal act of livery and seisin.

Note also, That if you leave out the recital in the Release, and put in the word Enfeoffe in the Grant, then the Release works alone without the Lease with livery.

A Release from an Executor to two Creditors of the Testator of all Debts.

BE it known unto all men by these presents, that I C. E. Citizen and Mercer of, &c. Executor of the last Will and Testament of E. G. late Citizen and Haberdasher of, &c. deceased, have demised and released, and by these presents for me, my Heirs, Executors and Administrators, do remise, release, and for ever quit claim unto C. R. &c. in the Province of, &c. in the parts beyond the Seas, Haberdasher, and C. I. of, &c. Gent. and unto either of them, all and all manner of actions, suits, debts, debates, accompts, reckonings, bills, bonds, writings, obligatory covenants, judgments, extents, executions, claims, duties, and all other demands whatsoever, which of or against the said C. and C. I. or either of them, their or either of their Heirs, Executors or Administrators, or any of them, ever I have had, now have, or hereafter shall or may have by force and vertue of the execution of the last Will and Testament aforesaid, or by reason, force, colour and means of any other act, matter, cause, deed, or thing whatsoever it be, from the beginning of the World until the day of the date of these presents. In witness whereof I have hereunto set my hand and seal the, &c. day of, &c.

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A Release with an exception of some Bonds, &c.

K Now all men by these presents, That I W. H. Citizen and Merchant-Taylor of, &c. have remised, released and discharged, and by these presents do for me, my Executors and Administrators, remise, release, and discharge unto R. C. of, &c. Barber-Chirurgion, all and all manner of debts, sums of money and demands, bills and bonds whatsoever, between me the said W. H. and the said R. C. for any matter or thing whatsoever before the day of the date hereof, excepting two bills, bearing date the, &c. day of, &c. the one for payment of five pounds on the, &c. day of, &c. next coming; and the other for payment of five pounds on the, &c. day of, &c. now next coming. In witness whereof I have hereunto set my hand and seal the, &c. day of, &c.

A Release from two Partners to two Debtors.

K Now all men by these presents, That we P. E. and L. T. Citizens and Merchant-Tailors of, &c. have remised, released and quit claimed, and by these presents for us, our Heirs, Executors and Administrators, jointly and severally do remise, release and quit-claim unto C. R. of, &c. in the province of, &c. in the parts beyond the Seas, Haberdasher, and unto C. H. brother of the said R. and to either of them, all and all manner of actions, suits, debts, bills, bonds, reckonings, accounts and all other matters, causes, things and demands whatsoever between us the said P. E. and L. T. or either of us, and the said C. R. and C. H. or either of them, for any matter or things whatsoever at any time or times, before the day of the date of these presents. In witness whereof we have hereunto set our hands and seals the, &c. day of, &c. in the year of our Lord God, &c.

*Sealed and delivered in
the presence of*

A Grant of the Stewardship of a Mannor during pleasure.

TO all Christian people to whom this present writing shall come, I P. I. of the *Middle Temple, Lond. Esq;* send greeting in our Lord God everlasting. Know ye, that I the said

said P. I. have given and granted, and by this my present Writing, do give and grant unto B. I. of, &c. in the County of, &c. Gent. the Office of Steward and Stewardship of all that the Mannor of, &c. and of the Hundred of, &c. in the County of, &c. and also the custody and keeping of Court-Leets, and other Courts of and within the said Mannor and Hundred, together also with all fees and profits thereunto belonging, to have, hold and enjoy the same to him the said B. I. by himself or his sufficient Deputy, for and during my will and pleasure. In witness whereof I the said P. I. have hereunto set my hand and seal, dated the &c. day of, &c.

*Scaled and delivered in
the presence of*

An Agreement of Creditors to take their Debts by four several payments, and abate all interest.

WE the Creditors of C. H. whose names are hereunder subscribed, are all content, and do every one of us severally and respectively for himself agree and promise to take and accept of such principal debts as are due unto us from the said C. H. at such four days of payment as is hereafter mentioned (the said payment to be made by even and equal portions) That is to say, one fourth part of our said several Debts on or before the, &c. day of, &c. next coming; one other fourth part thereof on the, &c. day of, &c. now next after ensuing; one other fourth part thereof on the, &c. day of, &c. which shall be in the year of our Lord God, &c. and the residue of our several debts being the last and fourth part on the, &c. day of, &c. which shall be in the year of our Lord God, &c. in full payment and satisfaction of our said debts: and upon the said C. H. making the first payment, and giving us respectively his bonds or bills for the three last payments, according to this agreement, we will deliver up our old securities and discharge him thereof. Witness our hands the, &c. day of, &c.

A Lease of a fide of a Shop and other conveniences, with a grant of Goods and Wares, according to a Schedule annexed.

THIS Indenture made the &c. day of, &c. between E. H. Citizen and Stationer of, &c. on the one part, and H. T. of the same City, Stationer, on the other part, witnesseth that the said E. H. for and in consideration of the yearly rent hereafter in and by these presents reserved to be paid, hath demised, granted, and to farm-letten, and by these presents doth demise, grant, and to farm-let unto the said H. T. all that part of the Shop now in the occupation of the said E. H. being the west side of the same Shop, and also the Ware-house at the end of the same Shop, which said ware-house abutteth upon the South end of that part of the said Shop which now is in the occupation of A. R. as the same demised part of the said Shop, and also the said demised ware-house now are in the occupation of him the said E. H. and parcel of his dwelling house, called, or known by the name or sign of the, &c. in &c. situate in the Parish of, &c. And the said E. H. for the consideration aforesaid, doth further grant unto the said H. T. free liberty and passage from and out of the said Shop into the Yard belonging to the said Messuage, in, by, and through the entry there, at all seasonable and convenient times, to draw and use water at the Cistern standing in the said yard, and for any other conveniency, and also room in the Cellar belonging to the said Messuage, to set Ink in pots or tubs there, and to carry and fetch away the same, as occasion shall be from time to time, doing as little harm thereby as may be; To have and to hold the said west-side of the said Shop, and also the said ware-house with free use of room, liberty and passage as aforesaid, unto the said H. T. his Executors, Administrators and Assigns, from the day of the date of these presents, unto the full end and term of seven years from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly during the said term unto the said E. H. his Executors, Administrators and Assigns, the sum of twenty pounds of lawful mony of England at the Feasts of, &c. by even and equal portions; and if it shall happen the said yearly rent of twenty pounds to be behind or unpaid in part or in all, by the space of fourteen days next after either of the same Feasts, at which the said ought to be paid as aforesaid being lawfully demanded, That then and from thenceforth, it shall and may be lawful to and for the said E. H. his Executors, Administrators and Assigns, into the said demised premises to re-enter, and the same to have again, re-possess and re-enjoy, as in his former estate, any thing therein contained to the contrary notwithstanding: And the said E. H. doth hereby cove-

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nant and grant to and with the said H. T. That he the said E. or any other by his leave, sufferance or title, shall not, neither will during the said term, sell or cause or procure to be sold or vended in the said East-side, or part of the said Shop now in the said A. R. his occupation, any wares or commodities whatsoever belonging to the Trade of a Stationer, or which the said E. H. usually selleth or hath sold in the said now demised part of the same Shop (excepting all manner of printed Books.) And the said E. H. for and in consideration of the sum of One hundred thirty six pounds six shillings and eleven pence of lawful money of England to him in hand paid by the said H. T. before the enfealing and delivery of these presents, wherof the said E. doth hereby acknowledge the receipt, hath bargained and sold, and by these presents doth bargain, sell, assign, sell over and deliver unto the said H. T. all and singular the compters, shelves, boxes, drawers, goods, chattels and wares of him the said E. H. being and remaining in and about the said demised premises, and which are mentioned and expressed in a Schedule or Inventory to these presents annexed, to have, hold, enjoy, retain, keep and dispose of the said compters, shelves, boxes, drawers, goods, chattels and wares, and every of them, and every part or parcel of the same unto the said H. T. to the only proper use and behoof of him the said H. his Executors and Administrators, without any let, denial, molestation or interruption of the said E. H. or of any other by or through his means, consent, title or procurement: And the said H. T. doth hereby covenant and grant, to and with the said E. H. that he the said H. his Executors or Assigns, shall and will at the end of the said term, leave the said compters, shelves, drawers and boxes, in the same places where they now stand, if the said E. will then pay for the same unto the said H. the sum of eight pounds of good and lawful English money. In witness whereof the parties first above named, have to these presents interchangeably set their hands and seals the day and year first above-written.

A Declaration of one, whose name is used in trust in an Obligation.

W Hereas in and by one Obligation bearing date with these presents, G. H. Citizen and Girdler of London, standeth bound to me I. K. Citizen and Girdler of London, in the sum of one hundred pounds, conditioned for payment of one and fifty pounds and ten shillings, on the &c. day of, &c. now next ensuing, as thereby appears. Now I the said I. K. do hereby acknowledge and declare, that the monies lent upon the said obligation, was all the proper monies of L. M. of London Gent. and that my name is used in

the said obligation only in trust, and for the benefit of him the said L. M. Witness my hand and seal the, &c. day of, &c.

A Presentation to a Living by one who had the next donation granted to him by the Patron, according to the latest form.

TO the right Honourable the Commissioners for approbation of publick Preachers. I A.B. of C. in the County of D. Gent. present to you E. F. Clerk, to the Rectory of G. in the said County, with all the profits thereunto belonging; By the Resignation (or by the death) of H. I. the last Incumbent there, being now void, and in my gift, by vertue of a gift and grant thereof to me the said A. B. made by K. L. of M. in the said County Esq; the true and undoubted Parron of the same Rectory, by a sufficient writing under his hand and seal, bearing date, &c. day of, &c. last past, by which, the said K. L. the first and next advowson, nomination, donation, collation, presentation and free disposition of the aforesaid Rectory, with all its rights, members and appurtenances whatsoever, did to me the said A. B. give and grant, desiring you to admit the said E. F. to the said Church and Rectory, and to institute him Rector there: And likewise to invest him with all the rights, members and appurtenances whatsoever thereunto belonging: And that you fully accomplish and fulfil all other the several Acts and things, which your Office obligeth you to perform herein. Witness my hand and seal the, &c. day of, &c. in the year of our Lord, 1658.

A Presentation by a Patron, of the latest form.

TO the right Honourable the Commissioners for approbation of publick Preachers, I A.B. of C. in the County of D. Esq; the true and undoubted Patron of the Parish Church and Rectory of G. in the County of H. present unto you I. K. Clerk, to the said Rectory of G. with all the profits thereunto belonging by the resignation or death (*as the case is*) of L. M. the last incumbent there, being now void, and in my gift, desiring you to admit the said I. K. to the said Church and Rectory, and to institute him Rector there, and likewise to invest him with all the rights, members and appurtenances whatsoever thereunto belonging: And that you fully accomplish

accomplish and fulfil all other the several acts and things which your Office obligeth you to perform herein. Witness my hand and seal theſe &c.

A deed of Feoffment, with a Letter of Attorney to give livery and ſeiſin.

TO all to whom theſe preſents ſhall come, S. W. of, &c. ſendeth greeting. Know ye that the ſaid S.W. for and in conſideration of the ſum of 5 s. of lawful mony of E. to them in hand paid by S.M. and C.D. of, &c. whereof the ſaid S.W. doth hereby acknowledge the receipt, and of the ſum of 5000 l. of lawful mony paid, and ſecured to be paid unto and for the uſe of the ſaid S. W. his Executors or Aſſigns, hath granted, enfeoffed and confirmed, and do by theſe preſents grant, enfeoff and confirm unto the ſaid S.M. and C. D. their Heirs and Aſſigns, all thoſe Lands, Tenements and Hereditaments, with their and every of their appurtenances, commonly called or known by the names of R. and C. containing by eſtimation 600 acre, be the ſame more or leſs, ſituate, lying and being in the Towns, Pariſhes, Villages and Hamlets of T. and M. in the ſaid County of K. or one of them, together with all other Lands, Tenements and Hereditaments heretofore of S. W. deceased, and late of S. W. Dr. in Divinity, that are ſituate, lying and being in the Towns, Villages and Hamlets of T. and M. aforeſaid, or either of them: and alſo the reversion and reverſions, remainder and remainders of the ſaid Lands, Tenements and premiſſes, and every part thereof: And alſo all the eſtate, right, title, intereſt, claim and demand whatſoever of the ſaid S. W. of, in, and to the ſame, and every part thereof, to have and to hold the ſaid Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances unto the ſaid S.M. and C. D. their Heirs and Aſſigns for ever, to the only uſe and behoof of them the ſaid S. M. and C. D. their Heirs and Aſſigns for ever: And the ſaid S. W. doth by theſe preſents Make, Conſtitute, Ordain, Authorize and Appoint F. L. of, &c. in the ſaid County of, &c. and G. M. of &c. in the ſaid County of, &c. their true and lawful Attornies for them, and in their names and ſtead, jointly and ſeverally to enter into the ſaid Lands, Tenements and Premiſſes, or into ſome part thereof in the name of the whole, and poſſeſſion thereof, for them and in their names and ſtead to take, and after ſuch poſſeſſion ſo thereof had and taken for them,

and in their names and stead, to deliver full and peaceable possession and seisin of the said Lands, Tenements and Premises, with the appurtenances, or of some part thereof, in the name of the whole, to the said S. M. and C. D. or one of them, or to their lawful Attornies according to the form of these presents, ratifying, confirming and allowing all and whatsoever their said Attornies or either of them, shall do in the premises by vertue of these presents. In witness whereof the said S. W. to these presents his hand and seal hath set the, &c. day of, &c. in the year, &c.

An Indenture to bar an Estate-Tail.

THis Indenture made the seventh day of October in the eleventh year of the Reign of our Sovereign Lord Charles, by the Grace of God, of England, Scotland, France and Ireland King, Defender of the Faith, &c. Between T. B. of W. in the County of B. Yeoman on the one part, and T. M. of H. in the said County Yeoman, and H. H. of H. aforesaid, in the said County Yeoman, on the other part. Whereas T. B. deceased, Grandfather of the said T. B. party to these presents, by his last Will and Testament in writing (amongst other things therein contained, did give and devise unto J. B. also deceased, father of the said T. B. party to these presents, and to the Heirs male of his body, with remainders over, all that his Messuage or Tenement with the appurtenances, situate and being in W. in the said County of B. and all that his Close adjoining to the said Messuage or Tenement, and all that acre of Meadow-ground called the long *Hile*, lying in W. Mead, and three yards of Meadow, called the *Elboes* in the said parish of W. and half his arable Lands, Leyes and Meadow-ground, lying and being in the Parish and Fields of W. aforesaid, and R. or one of them, with their and every of their appurtenances in the said County of B. as by the said last Will it doth and may appear, and which premises do contain a Messuage with the appurtenances, and one Yard Land by estimation, be it more or less; And whereas the said T. B. the Grand-father- shortly after making the said Will dyed, the said J. B. his Son, him surviving, after which time the said J. B. having Issue, the said T. B. party to these presents, his eldest Son and Heir male, and the said J. B. being since also dead, by and after whose decease, the said T. B. party to these presents, now is in actual possession of the said Messuage or Tenement, Closes, Lands,

Lands, Meadows, and premisses, with the remainders over, as aforesaid. Now this Indenture Witnesseth, that the said T.B. party to these presents, intending as well to cut off the said estate-tail, and to bar the Remainders thereon depending, and to settle the said Messuage or Tenement, Close, Lands, Meadows and premisses to him the said T. B. party to these presents and his Heirs, as also to bar all pretences of right that futuramente may or can be made unto all and every, or any the said Messuages, Lands, Meadows and premisses so given to the said J. B. his Father, and since come unto him the said T. B. party to these presents, for that purpose, Doth hereby Covenant and Grant for himself, his Heirs, Executors and Administrators, and for every of them, to and with the said T. M. his Heirs and Assigns by these presents, That he the said T. B. shall and will on and before the Feast of St. Andrew the Apostle, now next ensuing the date hereof, in due form of Law, acknowledge and levy one or more Fine or Fines, *Sur cognizance de droit come esso, &c.* before his Majesties Justices of his Majesties Court of Common-Pleas at Westminster, unto the said T. M. of and for the said Messuage or Tenement, Close, and all and every the said Meadows, Lands and premisses, by the name or names of one Messuage, one Garden, one Orchard, forty acres of Lands, six acres of Meadow, six acres of Pasture, and Common of pasture for all Cattel, with the appurtenances in W. and R. or one of them in the said County of B. or by such other name or names, quantity or number of acres, as to the said T.M. or his Council learned, shall seem meet and expedient, To the intent that he the said T. M. shall by force thereof, stand and be seized of the Messuage or Tenement, Close, Lands, Meadows and premisses until a good and perfect common recovery, with a double voucher over, may be duly had and executed of and for the said Messuage, or Tenement, Lands, Meadows and premisses, according to the course of common Recoveries for assurance of Lands and Tenements in such cases used. And it is hereby fully declared and agreed by and between all the parties to these presents, That after the said Fine or Fines so to be levied of the said Messuage, Lands and Premises, as aforesaid, he the said T. M. shall and will permit and suffer him the said H.H. to bring and pursue against him the said T. M. one or more

To cut off the Estate-tail.

Covenant to levy a Fine.

To suffer a Recovery.

Writ

Writ or Writs of Entry *sur Disseisin in le poſt*, returnable before his Majesties Juſtices of his Majesties Court of Common-Pleas at *weſtmiñſter*, by which he the ſaid H. H. ſhall demand againſt him the ſaid T. M. all and every the ſaid Meſſuage, Lands, Meadows and Premiffes, by the name or names of one Meſſuage, one Garden, one Orchard, forty acres of Land, fix Acres of Meadow, fix acres of Paſture, and Common of Paſture for all Cattel, with the appurtenances, in W. and R. or one of them In the ſaid County of B. or by whatſoever other name or names, quantity or number of acres, as to the ſaid H. H. ſhall ſeem meet : To which Writ or Writs the ſaid T. T. ſhall appear *gratis*, and ſhall enter into the Warranty, and ſhall vouch to the Warranty the ſaid T. B. party to theſe preſents, who alſo ſhall appear and enter into the Warranty, and ſhall vouch over the common vouchcees, who alſo ſhall appear and enter into the Warranty for the ſaid Premiffes, and after make default, ſo that a good and perfect Common Recovery with a double voucher over, may be duly had and executed of and for the ſaid Meſſuage or Tenement, Cloſe, Lands, Meadows and Premiffes according to the courſe of Common Recoveries in ſuch caſes uſed. And it is hereby further

The Declaration of the uſe.

declared, concluded, expreſſed and agreed, by, and between, all the parties to theſe preſents, And the true intent and meaning of all the parties to theſe preſents, and of theſe preſents is, That after the ſaid Recovery ſuffered, and executed of and for the ſaid Premiffes, or any of them, as well the ſaid Recovery, as alſo the ſaid Fine, and all Fines and Recoveries ſuffered and levyed, or to be ſuffered, levyed or acknowledged by or between the ſaid parties to theſe preſents, or any of them, of and for the premiffes, or any of them, ſhall be and enure, and hereby, and by all the parties to theſe preſents, are and ſhall be adjudged, deemed, and taken to be and enure, To the only proper uſe and behoof of the ſaid T. B. party to theſe preſents and of his heirs and aſſigns for ever, And to none other uſe, intent or purpoſe whatſoever. In witneſs whereof the parties abovesaid, &c.

A Covenant to give ſecurity to perform Covenants.

ANd laſtly, that the ſaid I. S. his Executors and Aſſigns, ſhall within one year next following, after the beginning of the term hereby granted, put in good Security to the ſaid T. S. his Heirs or Aſſigns by Obligation, or otherwiſe for

for the payment of the Rent, and performance of the Covenants, hereby to be by him the said I. S. his Executors or Assigns paid or performed. *In witness whereof, &c.*

A Re-demise of Lands Mortgaged.

THis Indenture made, &c. between T. L. of, &c. on the one part, and I. M. of, &c. and G. M. of, &c. on the other part; Whereas the said I. M. and G. M. by their Indenture of Lease, bearing date, &c. for the considerations therein expressed did demise, grant, bargain, set, and to farm let unto the said T. L. his Executors and Assigns, all that the Mannor of L. G. and P. with the appurtenances in the said County of M. and also all Messuages, Houses, Edifices, Buildings, Barns, Stables, Out-houses, Yards, Back-sides, Orchards, Gardens, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Ways, Walls, Wast-grounds, Commons, Commodities, Moors, Marshes, Woods, Wood-grounds, Under-Woods, Waters, Water-courses, Ponds, Pools, Liberties, Fishing, Advowson, and Patronage of the Church of L. G. and P. aforesaid, Rents, Reversions, Services, Escheats, Fines, Amercements, Court-leets, Views of Frankpledge and profits of Courts, and all that to Courts and Leets belongeth, Chattels, Wares, Estrays, Goods and Chattels of Felons and Fugitives, Customs, Rights, Jurisdictions, Priviledges, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, with their appurtenances of whatsoever kind, nature or quality soever, or by whatsoever name or names they are called or known by, situate, lying and being, coming, renewing, arising or growing in L. G. and P. aforesaid, H. Y. and Z. or within any of them or elsewhere in the said County of M. to the said M. Messuages, Lands, Tenements, Meadows, Feedings, Pastures and other the Premises, or to every or any of them in any wise belonging or appertaining, or incident, or dependant thereunto, or as part, parcel or member thereof, or of any time theretofore known, accepted, taken, used, demised or reputed as part, parcel or member thereof, or of any part thereof, with their and either of their Rights, Members and Appurtenances. *To have and to hold* the said Mannors, Messuages, Lands, Tenements, Meadows, Pastures, Advowsons, and all other the Premises, with their and every of their Rights and Appurtenances unto the said

said T.L. his Executors and Assigns, for the term of 98 years next ensuing the date of the said recited Indenture of lease, fully to be compleat and ended, by and under the yearly rent of a pepper-corn at the Annunciation of our Lady St. Mary the Virgin, if it were lawfully demanded, as by the said recited Indenture of Lease, amongst other things therein contained, it doth and may appear. Now this Indenture

The Re-demise.

witnesseth, That the said T.L. for divers good causes and considerations him moving, Hath demised, set and to farm letten, and by these presents doth demise, set and to farm let onto the said I. M. and G. M. their Executors and Assigns, the said Mannor, Messuages, Lands, Tenements, Meadows, Pastures, Advowsons, and all other the premisses, with their and every of their appurtenances in the said recited Indenture of Lease mentioned, To have and

The Habendum.

to hold the said Mannor, and all other the premisses, with their and every of their appurtenances unto the said I.M. and G.M. their Executors and Assigns for the Term of 98 years and two months next ensuing the date hereof : Yielding and paying therefore yearly, during the said Term unto the said T. L. his

Proviso to pay money.

Executors and Assigns, one pepper-corn at the Feast of, &c. if it be demanded. Provided always, and upon Condition, that if the said I.M. and G.M. their Heirs,

Executors, Administrators and Assigns, or some of them, shall not well and truly pay, or cause to be paid unto the said T.L. his Executors or Assigns, the sum of xx. pounds of currant money of England, on and upon the twenty fifth day of M. next ensuing the date hereof, and also the sum of 500 pounds of currant money of England, on and upon the twenty fifth day of M. which shall be in the year of our Lord God, 1632. that then from and after default of payment of the said several sums, or elther of them, or of any part of them, or either of them, this Indenture of Lease, and all and every matter and things herein contained, shall cease, determine, and be utterly void, to all intents and purposes, this Indenture, or any thing therein contained to the contrary thereof in any wise notwithstanding; the same several payments to be made and paid at or in the new, &c. and that without any demand to be

Covenant to redeliver possession upon failing of payment

made for the same. And the said I. M. and G. M. for themselves and elther of them, joyntly and severally, and for their and

and either of their several Heirs, Executors and Administrators, and for every of them, do and doth Covenant, promise and grant to and with the said T. L. his Executors and Assigns, and to and with every of them, &c. that in case the said I. M. and G. M. their Executors, Administrators and Assigns, shall fail to pay the said several sums of money, or any of them, or any part of them, or either of them at the days and times herein before mentioned and appointed for payment thereof that then they the said I. M. and G. M. their Heirs and Assigns, and every and either of them, shall and will within, &c. next after default of payment of the said sums of money, or any, or either of them, or any part of them, or either of them leave, yield up and deliver unto the said T. L. his Executors and Assigns, the peaceable and quiet possession of the said Mannor, Messuage, Lands, and all other the premises, with their and every of their Rights, Members and Appurtenances.

And also that the said I. M. and G. M. *And to make further Assurance.* their Heirs and Assigns, shall and will from time to time, and at all times, during the space of 7 years, &c. as in Covenants for further assurance.

And the said T. L. covenants for himself, That if the said I. M. and G. M. their Heirs and Assigns, or any or either of them, do and shall well and truly pay or cause to be paid unto the said T. L. his Executors or Assigns, the said several sums of money herein before mentioned and expressed, at the days and times in the Proviso herein before expressed and appointed for payment thereof, according to the true intent and meaning of the said Proviso, That then the said T. L. his Executors and Assigns, from and after full payment of the several sums of money in

form aforesaid, shall and will at the request of the said I. M. and G. M. their Heirs and Assigns, deliver up the said recited Indenture, and also that part of these presents, which is under the hand

Covenant upon payment to Assign over all the Lessors interest.

and Seal of the said I. M. and G. M. And also that he the said T. L. his Executors and Assigns, shall and will permit and suffer them the said I. M. and G. M. their Heirs and Assigns, to hold and enjoy the said Mannor and Premises, for and until default of payment of the said several sums of money, or either or any part of them, shall happen to be made by the said I. M. and G. M. their Heirs or Assigns, at either of the days or times herein before mentioned and appointed for payment thereof. In witness, &c.

A Confirmation of a Mortgage.

TO all Christian People to whom this present Writing shall come, R. F. of London, Son and Heir of W. F. late of L. in the Parish of P. R. in the County of B. Yeoman deceased, sendeth greeting in our Lord God everlasting. Whereas the said W. F. by his Indenture of Lease bearing date &c. made between the said W. F. by the name of W. F. of L. in the Parish of P. R. in the County of B. Yeoman, on the one part, and T. F. then of W. A. in the Parish of H. in the said County of B. Husbandman, on the other part, for and in consideration of the sum of 50 l. of currant money of England to him the said W. F. by the said T. F. in hand paid, and for other considerations him moving, did demise, grant and to farm let unto the said T. F. his Executors, and Assigns, all that Messuage or Tenement, wherein he the said W. F. did then dwell with the Appurtenances, scituare, lying and being in L. aforesaid, within the Parish of P. R. in the C. of B. and also all and singular the Cortages, Houses, Barns, Stables, Buildings, Edifices, Yards, Back-sides, Orchards, Gardens and Easements to the said Messuage or Tenement belonging, or in any wise appertaining. And also all those two Closes, &c. and also all Woods, Under-woods, Timber and Trees, quick-mounds, hedges, ditches, fences, hedges and blanks whatsoever, standing, growing, ^{being} in or upon the premises, or any part or parcel thereof, or to the same premises or to any part or parcel thereof belonging, or in any wise appertaining, together with all Commons, Common of Pasture, Commodities, Profits and Appurtenances whatsoever, to the said Messuage or Tenement, and other the premises, or to any of them belonging, or in any wise appertaining, and the Reversion and Reversions, Rent and Rents of all and singular the premises, and of every part and parcel thereof, to have and to hold the said Messuage or Tenement, Houses, Closes, arable-Lands, Woods, Under-Woods, Commons, Commodities, and all other the premises, and every part and parcel thereof, with their appurtenances unto the said T. F. his Executors, Administrators and Assigns from the Feast of, &c. next coming after the date of the said recited Indenture, unto the end and term, and for and during the term of 500 years from thence next ensuing fully to be compleat and ended, and without impeachment of or for any manner of waste, by, and under the yearly Rent of 1 l. at the Feast of, &c. only if it were lawfully demanded; Nevertheless with proviso in the said recited

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Indenture contained, and hereafter belonging (*viz.*) Provided always, and it is Covenanted, granted, concluded and fully agreed by and between the parties to the said Indenture, That if the said W. F. his Heirs, Executors, Administrators, or Assigns, or any of them, do and shall well and truly content, satisfie and pay, or cause to be paid unto the said T. F. his Executors, Administrators or Assigns, the full sum of 50 *l.* of lawful money of E. on and upon the twenty sixth day of M. next coming after the date of the said recited Indenture, at the then dwelling house of the said T. F. at, &c. without fraud or deceit, That then at all times thenceforth, from and after full payment made of the said sum of 50 *l.* as aforesaid, the said Indenture, Lease, Demise and Grant, and all and every other Covenant, Grant and Articles therein contained, should cease, determine and be utterly void and of none effect, to all intents and purposes; and that then, and at all times from thenceforth, it should be lawful for the said W. F. his Heirs and Assigns into the said premises to re-enter, and the same to have again as in and by the said recited Indenture, &c. appeareth. And whereas the said W. F. did not pay nor cause the said sum of 50 *l.* to be paid, neither is the same yet paid unto the said T. F. according to the Proviso or Condition in the said recited Indenture of Lease mentioned, by reason whereof all the said Messuage and Premises became absolutely forfeited unto the said T. F. for all the said term of 500 years in the said recited Indent. mentioned. Now these presents witness, That the said R. F. being Son and Heir of the said W. F. deceased, for and in consideration of the sum of 28 *l.* more of currant money of E. to him in hand paid, &c. and for other good causes and considerations him moving, hath, & hereby doth absolutely grant, ratifie and confirm the foresaid Lease, and all the Estate and term for years therein and thereby demised and granted, or mentioned to be demised and granted. And also doth hereby fully and absolutely release the said Condition, and all and every Condition and Conditions whatsoever in the said recited Indenture and Lease contained, And also the said R. F. for the consideration aforesaid, doth hereby grant, demise, confirm and assure unto the said T. F. his Executors, Administrators and Assigns, the aforesaid Messuages or Tenement, Cottage, Closes, Lands, of all other the premises, for all the foresaid term and number of 500 years by the said recited Indenture of Lease demised or thereby mentioned to be demised, and doth also hereby grant and release unto the said T. F. his Executors and Assigns, the foresaid yearly Rent of 1 *l.*
by

by the said rected Indenture reserved and all the arrears thereof to have and to hold all the said Messuage or Tenement, Cottages, Closets, Lands, and all other the premises, with their and every of their appurtenances in the said rected Indenture mentioned, and the said yearly rent unto the said T. F. his Executors, Administrators and Assigns, for and during all the rest and residue of the said term and number of 500 years in the said rected Indenture of Lease mentioned and now to come and unexpired, freely and absolutely without any Proviso or Condition whatsoever. *Cum Conveniantis pro pacata servitute, & ab Incumbran', & alterius Assuran.* In witness whereof, &c.

An Indenture upon Marriage, and for setting Lands to uses: and a Declaration of a Fine levied to those uses.

T His Indenture made, &c. Between I. S. Esq; second Son of the Right Honourable H. E. of W. on the one part, and A. Lady of D. of, &c. and Sir T. W. of, &c. on the other part: Whereas the said E. and A. his wife, in the County of W. are now seized for the term of their lives, and for the life of the longest liver of them, of and in all that the Mannor of C. and the lands, tenements, and hereditaments, called C. P. and of the Borough of C. and of the advowson and free gift of the Parsonage of the Church of C. with all and singular the rights, members and appurtenances thereof in the C. of D. and of divers Messuages, Lands, Tenements, Rents, Woods, Wood-grounds and Hereditaments to the said Mannor, and premises belonging or appertaining, without impeachment of Waste, the Reversion or Remainder thereof to the said I. S. and the Heirs of the body of the said I. S. lawfully to be begotten. And for want of such issue, the Remainder to the right Heirs of the body of the said E. and C. And for want of Heirs issuing of the body of the said E. and C. the Remainder then to the right and next Heirs of the said C. for ever. And whereas there is a Marriage, by Gods Grace, intended shortly to be had and solemnized between E. Lord H. Son and Heir apparent of the said E. and C. and E. D. sole Daughter of the said A. Lady D. they the said E. and C. and the said I. S. for setting of the inheritance of the said M. and premises to the uses hereafter expressed and declared, have this present time of the holy Trinity in the year

year abovesaid acknowledged and levied one Fine in due form of Law before *Record of the* his Majesties Justices of his Court of Fine.

Common-Pleas at *Westminster*, unto the said A. Lady D. and Sir T.W. and to the Heirs of the said A. Lady D. amongst other Mannors, Lands, Tenements and Hereditaments in the said Fine contained, of and for all that the said Mannor of C. with the Appurtenances, And of all Lands, Tenements, Meadows, Pastures, Feedings, Commons, Woods, Wood grounds, Waits, Moors, Heaths, Liberties, Franchises, Jurisdictions, Advowsons, Presentations, Emoluments and Hereditaments whatsoever to the said Mannor and Premises, or any part or parcel thereof belonging or appertaining, or any part or parcel thereof belonging or appertaining, used, occupied or enjoyed, as part, parcel or member thereof, or any part thereof, And whereas the said E. and C. by Indenture tripartite under their Hands and Seals, dated with these Presents, have expressed and declared that the said Fine so levied of and for the said Mannor of C. and Premises herein contained, should be and enure to the use and behoof of them the said E. and C. for and during the term of their two lives, and the life of the longer liver of them, without Impeachment of or for any manner of Waste, and from and after their decease, and of the Survivor of them, the Remainder thereof to the use of the said E. Lord H. during the term of his natural life, and from and after his decease, the Remainder thereof to the Heirs males of the Body of the said E. Lord H. to be begotten on the Body of the said E. the Remainder thereof to the right Heirs of the said C. as by the said Fine and recited Indenture, purporting and declaring the use aforesaid, it doth and may appear. Now this Indenture witnesseth, and it is hereby covenanted, concluded, declared and agreed by and between

all the parties to these Presents, and the true intent and meaning of the said I. S. and of all the parties to these Presents, and to the said Fine at the time of levying thereof, for and concerning the said Mannor of C. with the Rights, Members and Appurtenances thereof, was, and now is, that the said Fine should be and enure, and hereby, and by all the parties to these Presents, is declared and expressed to be and enure, and the Cognizances of the said Fine, and their Heirs shall stand and be seized of the said Mannor of C. with the Rights, Members and Appurtenances thereof: To the

uses, intents and purposes hereafter expressed, limited and declared, that in To the use of the said E. Lord of H. Son and Heir apparent of the said E. F. for and during the term of his natural life; And from and after his decease, the Remainder thereof to the Heirs-males of the Body of the said E. Lord H. to be begotten on the said E. D. his intended Wife, and in default of such Heirs-males, then to the use of the Heirs of the Body of the said E. Lord H. to be begotten on the Body of the said E. D. the Remainder thereof to the right Heirs of the said C. and to none other use, intent or purpose. Provided always, and the true intent and meaning of all the parties to these Presents, is, and was, at the time of levying the said Fine, That it shall and may be lawful to and for the said E. and C. during their joynt lives, and for the Survivor of them at all times, and from time to time, to make any Lease or Leases of all or any of the said Mannor and Premises, or any part or parcel thereof, to any person or persons for 21 years in possession, or under, or for three lives in possession, or under, and not otherwise, or in other manner, so as upon every such Lease to be made, the usual and old accustomed Rent, or more be reserved and appointed to be payable yearly, during the said term or terms, to such person or persons, as by force of these Presents, or of the said Fine, or recited Indenture, or any of them, shall or ought after the decease of the said E. and C. to have immediate Reversion or Remainder thereof, in witness whereof, &c.

A Declaration of the use of a Fine and Recovery.

THIS Indenture made, &c. between the Right Honourable T. E. W. on the one part, and the Right Honourable W. L. P. Sir N. F. and T. A. on the other part; whereas, &c. reciting a Fine and Recovery suffered in the Term of, &c. of these Mannors, &c. by the name or names of, &c. Now this Indenture witnesseth, that the true intent and meaning of the said E. Lord W. and of the said Recoverer, and of all the parties to the said

said Recovery and every of them, and to these Presents before and at the several and respective times of the suffering of the said Recovery, for, touching and concerning the said Mannors, Lands, Tenements, Hereditaments and Premises, and every of them, wherefore the said Recovery was suffered and had, always *The intent of the Parties at the execution of such fine and Recovery.* was, and now is, That the said Recovery should, and shall be, and enure, and be construed, adjudged, deemed and taken to be and enure, and that the said Recoverors and every of them, and all the parties to the same, and the party-takers thereby and their Heirs, and all and every other Person and Persons, and his and their Heirs who then were, and now are, or hereafter shall be seized of the said Mannors, Lands, Tenements, Hereditaments and Premises, or of any part thereof, or any of them, should and shall stand and be seized of the same Mannors, Lands, Tenements, Hereditaments and Premises, and every parcel thereof with the Appurtenances, to the uses, purposes and intents, and under the Premises, Conditions and Limitations hereafter in these Presents expressed, specified, limited and declared, and to no other use, intent or purpose. And the said T. Lord W. doth hereby *The uses.* limit, express, declare and appoint that all the said Mannors, Lands, Tenements, Hereditaments and Premises, shall be and remain to the several uses, purposes and intents hereafter in these Presents expressed (that is to say) to the use and behoof of the said T. Lord W. and his Assigns, for and during the term of his natural life without Impeachment, of or for any manner of waste, and from and after the decease of the said T. Lord W. then to the use of the said W. Lord P. Sir N. F. and T. V. their Heirs and Assigns for ever; for and to this intent and purpose that they the said, &c. and their Heirs, and the Survivor and Survivors of them, and *For payment of Debts.* his and their Heirs, shall and will bargain, sell, or otherwise dispose of the same, for and towards the payment, satisfaction and discharge of such Debts and Sums of Money as the said T. Lord W. doth now owe, or which he shall owe at the time of his death to any person or persons, and for the discharging of such person and persons as do now stand, or which at this time of the death of the said T. Lord W. shall stand bound or engaged for or with the said T. Lord W. for the same Debts, or Sums of Money, or any of them, and also for the satisfaction,

payment and discharge of all such Sum and Sums which the said T. Lord W. hath or hereafter shall take up, borrow or receive, for or in consideration of which he hath heretofore granted, or hereafter shall grant any Annuity or Annuities, Rent or Rents-charge, issuing or to be issuing, or payable out of the same Mannors, Lands, Tenements, Hereditaments and Premisses, or any of them, or out of any of the Mannors, Lands, Tenements or Hereditaments of the said L. Lord W. in the Territories of England, whereby the same Rent or Rents-charge, shall and may be determined. And also for and towards the

And Legacies.

payment and discharge of the Funeral charges and expences of the said T. Lord W. and of the Legacies and Bequests which the said T. Lord W. by his last Will and Testament in Writing, to be sealed, subscribed and published by him before three sufficient Witnesses, shall give and bequeath to any person or persons, or to any use or uses, or so much of such Sum and Sums of Mony, Debts, Funeral Expences and Legacies, as the value of the said Mannors, Land and Tenements (to be sold) as a-

The Disposal of the overplus.

foresaid shall amount unto. And that if any over-plus shall be of the value of the same Mannors, Lands, Tenements, Hereditaments and Premisses, more than shall be or will be sufficient to satisfy and discharge all the same Debts, Sums of Mony, Funeral-charges, Legacies and Bequests, that then the said, &c. their Heirs, Executors or Administrators, shall and will pay and deliver the same over-plus, which shall remain of the Sale, or value of the said Mannors, Lands, Tenements, Hereditaments and Premisses, unto such person or persons to whom the said Lord W. shall by his last Will in Writing in presence of two Witnesses at last, appoint the said Lands and Premisses to come after his Death. And further upon this trust and confidence reposed in the said, &c. and their Heirs that if the said person to whom the Premisses, shall be limited or appointed to come after the said Lord W. his death as a-

Parties trusted to give security to dispose of the Premisses accordingly.

foresaid, then if such Persons, his Heirs, Executors, Administrators or Assigns, shall within two years next after the death of the said T. Lord W. well and truly satisfy, pay and discharge all the aforesaid Debts, Sums of Mony, Funeral-charges, Legacies and Bequests which by the true intent and meaning of these Presents, are limited, expressed or intended to be paid for, out of, or in respect of the said Mannors, Lands,

Lands, Tenements, Hereditaments and Premises, or shall give or make to the said, &c. or the Survivors or Survivor of them, or to the Heirs, Executors or Administrators of the Survivors or Survivor of them, good and sufficient security for the payment of all the said Debts, Sum and Sums of Money, Funeral-charges, Gifts, Legacies and Bequests, which by the true intent and meaning of these Presents, are before expressed to be paid, the same security to be approved and allowed of by one of the Lords, &c. for the time being, and any two of the Justices for the time being of the Courts of Kings-Bench or Common-Pleas, that then the said W. Lord P. &c. and their Heirs, and the Survivor and Survivors of them, and his and their Heirs and Assigns, shall and will at the costs and charges of the Law of such person and persons to whom the said T. Lord W. shall as aforesaid appoint or limit the Premises to come after his death his Heirs or Assigns, convey and assure the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, to such person or persons, his and their Heirs and Assigns, by such good and sufficient Conveyance and Assurance, in the Law with several and respective Warranty, only by every of them the said W. Lord P. &c. severally or respectively against themselves, and their several and respective Heirs, as by such person or persons, his or their Heirs or Assigns, or his or their Counsel learned in the Laws of the Land, shall be reasonably devised and required, Provided always, and the true intent and meaning of the said T. Lord W. and of all the parties to the said Recovery and other Assurance, and of the parties to these Presents and every of them, before and at the time of the suffering of the said Recovery and other Assurances, was and yet is, and is so hereby expressed, published and declared (notwithstanding any thing herein before contained:) That it shall and may be lawful to and for the said T. Lord W. from time to time, and at all times, &c.

A Lease to try a Title by Ejection Firm.

THis Indenture made, &c. between T. W. &c. and H. L. of &c. witnesseth, that he said T. W. for divers and sundry good causes and considerations him in this behalf especially moving, hath demised, granted and to farm-letten, &c. unto the said H. L. all that Shop, with the Appurtenances, sometime called or known by the name or sign of, &c. and now commonly called or known by the name or

sign of, &c. late in the tenure or occupation of, &c. situate, &c. together with all and singular Lights, Easments, Commodities and Appurtenances, to the same Shop belonging, or in any wise appertaining. To have, &c. from the Feast of, &c. last past, &c. yielding, &c. at, &c. Provided always that if the said T.W. his, &c. do and shall at any time or times during the said term of, &c. tender or pay, or cause to be paid unto the said H.L. his, &c. twelve pence of lawful English Mony, at, &c. for and to the intent and purpose, to make void and frustrate this present Lease and Demise, That then this present Lease, Demise and Grant aforesaid shall cease, determine, and be utterly void and of none effect to all intents and purposes, as though the same had never been made, any things herein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

Note, A Lease of Ejectment must Commence always from a Feast or a day past.

A Letter of Attorney to Seal such a Lease.

BE it known unto all Men by these Presents, That I T.W. &c. have made, ordained, constituted, deputed, and in my stead and place put, and by these Presents, &c. my well beloved, &c. S.W. &c. my true and lawful Attorney, for me and in my stead, right, title and name, to enter into and upon all that, &c. naming the, &c. as in the Lease, or into or upon any part or parcel of the Premises; and the same Premises with the Appurtenances, for me and in my name to take, and use the claim and possession thereof, or some part thereof in the name of the whole, for me, and in my name to take, and after such possession thereof so had and taken for me and in my right, stead and name to seal, and as my Deed to deliver to H.L. upon the Premises or some part thereof, a certain Writing indented, subscribed with my hand, containing or purporting amongst other things, the form of a Demise of the Premises, by or from me the said T. W. to the said H. L. for the term of three years next ensuing from the Feast, &c. last past, &c. holding firm and stable all and whatsoever my said Attorney shall do or cause to be done for me, and in my stead or name in or about the Premises, or any of them by force of these Presents. In witness, &c.

A Mortgage.

THis Indenture made, &c. between I.F. and E.F. Widow, on the one part, and I.R. of, &c. on the other part, &c. witnesseth, That the said I.F. and E.F. for and in consideration of the Sum of, &c. to them in hand before the enfealing and delivery of these Presents, well and truly paid; where-with they and every of them, do acknowledge themselves fully satisfied and paid, and thereof, and of every part thereof, do clearly acquit and discharge the said I.R. his Heirs, Executors and Administrators, and every of them for ever by these Presents; Have bargained, sold, granted, aliened and confirmed; And by these Presents do, &c. unto the said I.R. his Heirs and Assigns for ever, All that Messuage or Inn called or known by the name of the *New-Inn* with the Backsides, Back-yard and Garden thereunto adjoining and belonging, situate, lying and being in H. aforesaid, in the said County of O. on the West-side of a certain Street there called the *North-street*, with all and singular the Houses, Edifices, Buildings, Cellars, Sollers, Gardens, Orchards, Profits, Commodities and Hereditaments whatsoever, to the said Messuage or Tenement called the *New-Inn* belonging or in any wise appertaining or now accepted, reputed, letten, used or known as part, parcel or member of the same Messuage or Inn, and now being in the holding or occupation of the said E.F. and her Assigns, And all the Estate, Right, Title, Interest, Use, Possession, Remainder, Inheritance, Claim and Demand whatsoever of the said I.F. and E.F. of, in and to the same Messuage or Inn, called the *New-Inn*, and every part or parcel thereof. And also all and every the Deeds, Evidences, Charges, Writings, Escripts and Minuments, whatsoever, Concerning only the said bargained Premises, or any part or parcel thereof, and true Copies of all other Deeds, Writings, Evidences and Minuments that do concern the bargained Premises, or any part or parcel thereof joyntly with any other Lands, Tenements or Hereditaments, which they the said I.F. and E.F. now have, or knowing where they are, may lawfully come by without Suit in Law; and all and every the Copies aforesaid, to be Copied and written forth at the costs and charges of the said I.R. his Heirs and Assigns: They the said I.F. and E.F. for them, their Heirs, Executors and Administrators, do covenant, promise and grant by these Presents, to and with the said I.R. his Heirs, Executors and Administrators, well and truly to de-

liver, or cause to be delivered unto the said I. R. his Heirs
 or Assigns, at the now Dwelling house of the said I. R. sit-
 uate, &c. within three years next ensuing the date of
 these Presents, whole, safe, uncanceled and undisturbed. To
 have and to hold the said Messuage or Inn called the *New-
 Inn*, and all other the Premises, with all and singular their
 Appurtenances, before by this Presents bargained and sold,
 or mentioned or intended to be hereby bargained and sold,
 and every part and parcel thereof unto the said I. R. his
 Heirs and Assigns forever, to the only proper use and behoof
 of the said I. R. his Heirs and Assigns for ever. And
 the said I. F. and E. F. for them, their Heirs, Execu-
 tors and Administrators and for every of them, do co-
 venant and grant by these Presents, to and with the said
 I. R. his Heirs, Executors and Administrators, and every of
 them in form ensuing; That is to say, That they the said
 I. F. and E. F. or any of them, for and notwithstanding any
 act or thing by them, or either of them done, caused or
 procured, or by them, or either of them to be done, caused
 or procured to the contrary thereof, now are, or is, and at
 the execution of the first Estate to be had and made of, and
 in the Premises to the said I. R. and his Heirs, according to
 the true intent and meaning of these Presents, shall then
 be solely seized, and very true and lawful owner or own-
 ers of the said Messuage or Inn, called the *New-Inn*, and
 all other the Premises, before by these Presents bargained
 and sold, or mentioned, or intended to be bargained and sold
 of a good, lawful and Indefeazible Estate in Fee-simple,
 without any manner of Condition or Limitation of any use
 or uses, and have now, and at the execution of the said
 Estate, shall then have good right, full power, and law-
 ful, and absolute authority to grant, bargain, sell, &c. *cum
 Covenant, pro exonerat. ab Incumbr. & fructibus*. And that he
 the said I. F. and his Heirs, and all and every other person
 or persons lawfully having, or claiming to have any
 manner of estate, right, title or interest, of, in or to
 the Premises, before by these Presents bargained and sold,
 or mentioned, or intended to be bargained and sold with the
 Appurtenances, or of, in or to any part or parcel thereof,
 by, from or under the said I. F. and E. F. or either of them,
 shall from time to time, and at all times for and during
 the space of five years next ensuing the date hereof,
 when and as often as they or any of them shall be
 thereunto reasonably required by the said I. R. his Heirs
 or Assigns, or any of them, make, do, suffer, acknowledge and
 execute,

execute, or cause to be made, done, suffered, knowledgeable and executed at the costs and charges in the Law of the said I.R. his Heirs and Assigns, or some or one of them, all and every such further lawful and reasonable act and acts, thing and things, device and devices, assurance and assurances, in the Law whatsoever, for the further, better and more perfect assurances, surety, sure-making and conveying of all and singular the Premises, and every part and parcel thereof, with the Appurtenances to the said I. R. his Heirs and Assigns, according to the true intent and meaning of these Presents. Be it by Fine, Feoffment, Recovery, Release, Confirmation with Warranty only against the said I.F. and his Heirs, or without Warranty, or by all or any of the aforesaid ways or means, or by any other lawful or reasonable ways or means in the Law whatsoever, without Warranty, or with the like Warranty as aforesaid, as by the said I. R. his Heirs or Assigns, or any of them, or by his, their, or any of their Council learned in the Law, shall be lawfully and reasonably devised, advised or required: Provided always, and it is covenanted, concluded, conditioned and agreed by and between the said parties to these Presents, That if they the said I. F. and E. F. or either of them, their Heirs, Executors, Administrators and Assigns, or any of them, do well and truly content and pay, or cause to be contented and paid to the said I. R. his Executors, Administrators or Assigns, at the now Dwelling house of, &c. the Sum of, &c. in form ensuing, &c. without fraud or guile, That then this present bargain and sale, and all and every Covenant, Grant, Article and thing herein contained, shall to all effects, purposes and constructions, be utterly void, frustrate and of none effect: But if default of payment be in any of the days of payment aforesaid, in part or in all, contrary to the form above declared, that then this present bargain and sale, and all and every Covenant, Grant, Article and thing herein contained, shall to all effects and purposes stand, remain and abide in its full force and strength, any thing herein before expressed to the contrary thereof in any wise notwithstanding. In witness whereof, &c.

A Conveyance of a Mannor.

THis Indenture made, &c. between R.H.M. his Wife, and I.H. on the one part, and Sir R.D. on the other part, witnesseth: That the said R. H. M. his Wife, and I.H. for and in consideration of the Sum of *Grant of the Mannor.* &c. have granted, aliened, bargained, sold, infeoffed and confirmed, and by these Presents, do joyntly and severally grant, alien, bargain, sell, infeoff and confirm unto the said Sir R.D. his Heirs and Assigns for ever, All that the Mannor or Lordship of R. in the County of O. with the Rights, Members and Appurtenances thereof: And also all and singular Messuages, Houses, Edifices, Buildings, Barns, Stables, Dove-Houses, Yards, Back-fides, Orchards, Gardens, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Wood-grounds, with the Soil and Ground of the same, Timber and Trees, Waters, Water-Courses, Ponds, Pools, Liberties, Fishings, Courts, Leets, Views of Frank pledge, Perquisites and Profits of Courts and Leets, Walfes, Estrays, Herlots, Felons Goods and Goods of Fugitives, Rents-Services, Rents-seck, and all others Rents and Services whatsoever received upon any Demise or Lease heretofore made of the Premisses, or of any other part thereof. Wastes, Waste-grounds, Ways, Easements, Passages, Profits, Commons, Commodities, Jurisdictions, Emoluments, Mills, Hereditaments and Appurtenances whatsoever, to the said Mannor and Premisses, or any of them belonging, or in any wise appertaining, or reputed to be belonging thereto, or used therewith: And also all that the Advowson, Presentation, *Of an Advowson.* and right of Parsonage of the Rectory Church and Chantry of R. aforesaid. And all Tythes, Oblations and Obventions whatsoever, belonging to the said Rectory, Church or Chantry of R. aforesaid. And all that *Of a Farm.* Messuage, Tenement or Farm, situate and being in R. aforesaid, now or late in the tenure or occupation of W.C. or his Assigns, called or known by the name of S. or by whatsoever other name or names the same is called or known, and all Houses, Edifices, Buildings, Barns, Stables, Yards, Back-fides, Orchards, Gardens, Lands, Tenements, Meadows, Pastures, Ways, Easements, Passages, Profits, Commons, Commodities, Woods, Wood-grounds, Timber and Trees, Water, Water-courses, Emo-

Emoluments, Hereditaments and Appurtenances whatsoever to the said Messuage, Tenement or Farm, and Premises, or any of them belonging, or in any wise appertaining, or reputed to be belonging thereunto, or used therewith. And also all those Messuages, Lands, Tenements and Hereditaments, with their Appurtenances called the Chantry Lands in R. aforesaid. And also all and singular other the Messuages, Cottages, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Wood grounds, Rents, Reversions, Services and Hereditaments whatsoever of them the said R. H. M. and I. H. or any or either of them, in or within the Towns, Fields, Parishes, Hamlets, Territories or Precincts of R. and B. and L. or any other of them in the said County of O. And also all the Estate, Right, Title, Interest, Use, Possession, and the Reversion and Reversions, Remainder and Remainders, Rent and Rents, Claim and Demand whatsoever, of them the said R. H. M. and I. H. and every and either of them, of, in and to the said Mannor and Premises, and of, in and to every part and parcel thereof belonging or in any wise appertaining. And all Writings, Evidences, Deeds, Charters, Fines, Escripts, Court-Rolls, Exemplifications and Minuments whatsoever concerning the said M. and Premises or any part thereof which the said R. H. now hath in his possession, or can conveniently come by without Suit in Law: And true Copies of all such Writings and Evidences, as do concern the same, or any part thereof, with any other Lands, Tenements or Hereditaments, the same Copies and every of them to be Copied and Written out, at the costs and charges of the said Sir R. D. his Heirs and Assigns: All which said Writings and Evidences, the said R. H. doth hereby covenant for him, his Heirs and Assigns, to and with the said Sir R. D. his Heirs and Assigns, to deliver unto him the said Sir R. D. his Heirs or Assigns, at or before the Feast of St. J. the Apostle, next ensuing the date hereof, safe, whole, uncanceled and undefaced: To have and to hold the said Mannor or Lordship, Advowson, Rectory, Chantry, Messuages, Tenements, Farms, Lands, Meadows, Pastures, Hereditaments, and all other the Premises, with their and every of their Appurtenances unto the said Sir R. D. his Heirs and Assigns, to the only, &c. And the said R. H. for himself, &c. doth covenant, &c. That he the said R. H. now is, and at the time of the first executing of an Estate of the said Mannor and Pre-

Of writings, with a Covenant to deliver them by such a time.

Seized in fee-simple.

misses

misses, by force of these Presents unto the said Sir R. D. shall be lawfully and absolutely seized in his Demeasne, as of Fee-simple to him and his Heirs, of and in the said Mannor, Messuage, Lands, Tenements, Advowsons, Hereditaments and Premises with their Appurtenances, without any manner of Condition or Limitation of any Use or Uses, to alter, charge, determine, or make void the same, and without any Reversion or Remainder thereof, or of any part thereof in the Kings Majesty, his Heirs or Successors being made or limited by the said R. H. or I. H. his Uncle deceased, whose Heir the said R. H. now is; And that he now hath

Power to alien. and then shall have good right, full power and lawful, and absolute authority to grant, bargain, sell and convey the said Mannor, Lands and all other the Premises, with the Appurtenances unto the said Sir R. D. his Heirs and Assigns, according to the true Intent and meaning of these Presents, notwithstanding any act, had, made, done or suffered by the said R. H. or the said I. H. his said Uncle, or either of them: And that the said Mannor, Messuages, Lands, Advowson, and all other the Premises, with their and every of their

Freed from Incumbrances. Appurtenances, now are, and so shall and may for ever hereafter remain, continue, and be under the said Sir R. D. his Heirs

and Assigns free and freely, and clear and clearly acquitted, exonerated and discharged, of and from all and all manner of former and other Gifts, Grants, Leases, Joyners, Dowers, Uses, Wills, Intails, Annuities, Statutes-Merchant, and of the Staple, Recognizances, Bonds, Judgments, Executions, Extents, Seizures, Condemnations, Rents, Arreages of Rents, Intrusions, Forfeitures, Mortgages, Fines for Alienation without licence, Debts of Record, Debts to his Majesties Estate, Tithes, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered by him the said R. H. or by his assent, consent, act, means or procurement, or by I. H. his said Uncle, or either of them.

An Exception of Leases. One Lease for the Term of 20 years to be accounted from the Feast of the Annunciation of our Lady St. Mary the Virgin in the Year of our Lord God, &c.

of parcel of the Premises made by the said R. H. to one I. D. wherein the yearly Rent of nine pounds is reserved: One other Lease for the Term of 22 years, to be accounted from the Feast of St. M. in the eighteenth Year of the Reign of our late Sovereign Lord King James over

England

England, &c. of other parcel of the Premises made by the said R. H. to one C. O. and whereupon the yearly Rent of 20 l. is reserved; One other Lease, &c. All which said several Rents, shall from henceforth be due and payable to the said Sir R. D. his Heirs and Assigns, during the several and respective terms aforesaid. And further, the said R. H. and I. H. for themselves, &c. do covenant, &c. with the said Sir R. D. &c. *Covenant for quiet enjoying.* That he the said Sir R. D. his Heirs and Assigns, and every of them, shall and may for ever hereafter quietly and peaceably have, hold, occupy, possess and enjoy the said M. Farm, Advowson, Lands and Premises, with their and every of their Appurtenances, without the let, suit, trouble, disturbance, denial, molestation, interruption or eviction of them the said R. H. and I. H. or either of them, their or either of their Heirs or Assigns, or any of them, And without the lawful Let, Suit, Trouble, Denial, Molestation, Interruption or Eviction of all and every other person or persons whatsoever, lawfully claiming by, from or under them the said R. H. and I. H. or either of them, their or either of their Estate, Right or Title: or by, from or under I. H. deceased, Uncle of the said R. H. (except before excepted:) And also that they the said R. H. and J. H. parties to these Presents, and either of them, their and either of their Heirs and Assigns, and M now the Wife of the said R. H. and every of them shall and will from time to time, and at all times hereafter, &c. And it is hereby declared, concluded, &c. That all Fines, Feoffments, Recoveries and all other Assurances whatsoever, had, made, levied, suffered or executed, to be had, made, levied, suffered or executed, by or between the said parties to these Presents, or any of them, of the said M. and Premises, or of any of them shall be and enure, and hereby and by all the parties to these Presents, and agreed to be and enure to the only proper use and behoof of the said Sir R. D. and of his, &c. and to none other use, intent or purpose whatsoever: In witness, &c. *For further assurance.*

Sir Alex. D. being seized of the Mannor of B. in Com. O. for life, with Remainder to his first Son and his Heirs with Remainder to his second Son, and so to the tenth Son, sell the Mannor-House, and half the Lands to Sir T. R. which to secure, settles the Mannor of C. by the Collateral Died and Bargain and Sale, ut sequitur.

THis Indenture made the day of, &c. between Sir A. L. on the one part, and Sir T. R. on the other part. Whereas the said Sir T. R. at the enfealing and delivery of these Presents, hath paid unto the said Sir A. D. the Sum of 2000 l. of currant Mony of England, in Consideration whereof the said Sir A. D. Dame M. his Wife, and the Heirs of the said Sir A. are to convey and assure unto the said Sir T. R. his Heirs and Assigns, All that the Mansion-House and Capital Messuage of the said Sir A. D. with all Houses, Edifices, Barns, Stables, Buildings, Yards, Orchards and Gardens, with their and every of their Appurtenances, situate, lying and being in G. B. in the County of O. And also all Trees, Furzes, Woods and Under-woods, with the Appurtenances, standing, growing, lying and being in all or any the Closes and parcels of Ground hereft after particularly expressed, and also all Waters, Fishings and Fish-ponds, being in or between the same, and the moiety of all other Waters adjoining and next to the same, now or late in the possession of the said Sir A. D. situate, lying and being in G. B. aforesaid, in the said County of O. and also all that Close, &c. *reciting the particulars with the Butts, and Boundals*: And also all usual Ways, Easements, Profits and Commodities to all and singular the Premises, and to every part and parcel thereof belonging, or in any wise appertaining: And all and singular the Tithes which at any time hereafter may arise or grow due, out of all or any the Premises aforesaid: All and singular which Premises are situate, lying and being in the Parish of G. B. aforesaid, in the said County of O. Together also with all the Ways and Passages, now or at any time within the space of three years last past, used or occupied, unto or with the Premises, or any part thereof, for the said Sir T. R. his Heirs and Assigns, and for his and their Servants, Cattel and Carriages in and through any other the Grounds of the said Sir A. D. in G. B. aforesaid, unto the Premises, and every of them intended to be conveyed and assured as aforesaid: In which Conveyances and Assurances to be made of the Premises,

misses, in manner and form aforesaid, there are to be accepted, to and for the said Sir A.D. his Heirs and Assigns, Lessees, Farmers or Under-Tenants, and all his and their Servants, and all others by his and their appolotments, necessary and convenient Ways and Passages in and through all or any the Premisses to be conveyed, as aforesaid, unto and for all or any the Closes and Grounds of the said Sir A.D. situate in B. aforesaid, not to be conveyed unto the said Sir T. R. aforesaid. Now this Indenture witnesseth, that for the quiet enjoying of all and singular the before-mentioned Premisses, with their and every of their Appurtenances unto the said Sir T.R. his Heirs and Assigns, and for and in consideration of the Sum of $\text{£} 1.$ of currant Mony of England, in hand paid by the said Sir T.R. unto the said Sir A.D. that the said Sir A.D. hath granted, bargained, sold, enfeofed and confirmed, and by these Presents doth grant, bargain, sell, enfeof and confirm unto the said Sir T.R. his Heirs and Assigns for ever,* All that his Mannor of C. with the Appurtenances in the Parish of P. or elsewhere in the said County of B. And all Messuages, Closes, Lands, Meadows, Pastures, Woods and Hereditaments, with their and every of their Appurtenances of the said Sir A.D. situate, lying and being in the Town, Hamlets, Fields and Precincts of C. and P. aforesaid, or in either of them in the said County of B. And also the Reversion and Reversions, Remainder and Remainders of the said Mannor of C. and of all and singular the Premisses, with their Appurtenances hereby intended to be granted, bargained and sold: And also all the estate, right, title, interest, claim and demand whatsoever of him the said Sir A. D. of, in and to the said M. of C. with the Appurtenances, and all other the Premisses, before by these Presents mentioned to be granted, bargained or sold with the Appurtenances, and of, in and to every part and parcel thereof; And also all Deeds, Evidences and Writings, touching or concerning the afore-bargained Premisses only, or any part or parcel thereof: To have and to hold the said M. of C. with the Appurtenances, and all and singular the afore by these Presents bargained Premisses, with their Appurtenances, and the Reversion and Reversions, Remainder and Remainders of the same, and all the estate, right, title and interest of the said Sir A.D. of, in and to the same, and all Writings only concerning the same, or any part of the same unto the said Sir T. R. his Heirs and Assigns: To the only, &c. And the said Sir A.D. for himself, his, &c. doth covenant, &c. That for and notwithstanding any act or thing by the said Sir
A. D.

A.D. or by Sir T.D. Knight, deceased, late Father of the said Sir A.D. done or suffered to the contrary, he the said Sir A.D. now at the time of the enfealing and delivery of the said Presents, is the true, rightful and lawful Owner of the said M. of C. and of all and singular the afore bargained Premises, with the Appurtenances, and of the same, and of every part of the same is lawfully seized in his Demesne, as of Fee-simple, without any manner of Reversion or Remainder thereof, or of any part thereof in his Kings Majesty that now is, his Heirs or Successors, or in any other person or persons whatsoever: And also that he the said Sir T.R. his Heirs and Assigns, for and notwithstanding any act or thing by the said Sir A. D. or by Sir T. D. Knight, deceased, as aforesaid, done or suffered to the contrary, shall and may from henceforth for ever hereafter lawfully, quietly and peaceably have, hold, occupy, possess and enjoy the said M. of C. and all and singular the afore-bargained Premises, with their Appurtenances clearly acquitted, exonerated and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Mortgages, Leases, Feoffments, Joyntures, Dowers, Statutes, Recognizances, Rents, Judgments, Condemnations, Executions, Liveries, Ousterlemains, Issues, Amerciaments, Respites of Homage, and of and from all other titles, troubles, charges, estates and incumbrances whatsoever heretofore had, made, committed, caused or done, or hereafter to be had, made, committed, caused or done by the said Sir A.D. and the said Sir T. D. or either of them, or by any other person or persons whatsoever, lawfully having, or claiming to have any estate, right, title and Interest, by, from or under the said Sir T.D. and Sir A.D. or either of them, or the Heirs or Assigns of them, or either of them: (The Joynture for the life of Dame M.D. now Wife of the said Sir A. and one Lease for about six years to come, hereafter made to I. B. at the yearly Rent of 30 l. *per an.* And one other Lease, made to O.R. for about one year to come, at the Rent of 100 l. *per an.* And one other Lease, &c. only excepted.) And further, that he the said A.D. his Heirs and Assigns, and all and every other person and persons lawfully having, or claiming to have, by, from or under them, or any of them, any estate, right, title, or Interest whatsoever, of, in or to the said Mannor of C. and other the afore by these Presents bargained Premises, or of, in or to any part or parcel of the same, shall and will at all times hereafter, at or upon the reasonable request, and at the only and proper costs and charges of the said Sir T.R. his Heirs and Assigns, *a Covenant pro futur. Ass.* so that the said

assu-

assurance or assurances contain no further or other Warranty or Warranties than only against Sir A.D. and his Heirs, and against all and every other person and persons claiming, by from or under them, or any of them; Provided always and upon Condition, That if the said Sir A. D. and such person and persons to whom by any Conveyance or Assurance heretofore made that Reversion or Remainder of the said Mannor, house and premisses in B. aforesaid, and intended to be conveyed unto the said T. R. as aforesaid should or might, or shall remain or come immediately after the death of the said Sir A.D. and Dame M. his Wife, shall within one year next after such person or persons shall attain unto the age of twenty one years at the only costs and charges, and at the reasonable request of the said Sir T. R. his Heirs and Assigns, or of some or one of them, convey and assure unto the said Sir T.R. his Heirs & Assigns, and only to their uses and behoofs, All that capital Messuage and M. house aforesaid, and all other the above recited premisses, as aforesaid with their and every of their appurtenances, situate, lying and being in G B. aforesaid, free and clearly discharged of all and all manner of Estates, Titles, Troubles, Charges and Incumbrances had, made or done by the said Sir A.D. or by Sir A.H. Knight, lately deceased, or by, from or under them, or either of them, or the Heirs and Assigns of them, or either of them, then the like Covenants for the said Sir T.R. his Heirs and Assigns, in such assurances to be made, as are contained in an Indenture bearing date the first day of this instant month of M. made between Sir A.D. of the one part, and Sir T. R. in such manner and form as by the said T.R. his Heirs and Assigns, or by some or one of them, or by his or their Council learned in the Law shall be reasonably devised, or advised and required: So that the said assurance and conveyance, assurances and conveyances, contain no further or other Covenant or Warranty, than only against Sir R D and his Heirs, and against Sir T.D. and his Heirs, and against all and every other person and persons claiming, by, from or under them, or any of them: That then from and immediately after such assurance is made of the premisses, with their appurtenances in G. B. aforesaid, upon the said Sir T. R. in manner aforesaid. This present Indenture, and the Grant, Bargain and Sale therein contained of the said M. of C. and other the premisses in P. aforesaid, with the appurtenances, to be void and of none effect, any thing in these presents contained to the contrary thereof in any wise notwithstanding, And then the said Sir T. R. doth by these presents, for him-

self, his &c Covenant, Grant and agree to and with the said Sir A. D. his Heirs and Assigns, That he the said Sir T. R. his Heirs and Assigns, shall and will deliver up unto the said Sir A. D. his Heirs and Assigns, this Indenture to be cancelled, together with the Evidences hereby granted, and in a Schedule expressed hereunto annexed, and then likewise shall and will at the costs and charges of the said Sir A. D. make such reasonable assurances and conveyances, for the better re-assuring and re-conveying of the said M. of C. and premises by these presents bargained and sold unto the said A. D. his Heirs and Assigns, as by the said Sir A. D. his Heirs or Assigns : or by his or their Council learned in the Law, shall be reasonably devised, or advised and required: in witness whereof, &c.

A Declaration of the use of a Fine, where several parties joyn.

THIS Indenture Tripartite, made, &c. Between I. A. of, &c. M. his Wife sole Daughter and Heir of A. F. Gentleman, deceased, T. S. of, &c. and M. his Wife, of the first part, L. D. of, &c. on the second, and G. D. of, &c. and M. S. of, &c. on the third part: Whereas the said I. D. and M. his wife, T. S. and M. his Wife, having *Michaelmas* term in the year of our Lord God, One thousand, &c. acknowledged and levied one Fine with Proclamation, according to the form of the Statute, in due form of Law before the Justices of his Majesties Court of Common Pleas at *westminster*, unto the said G. D. and his Heirs, of and for all those eight Cottages, with the appurtenances, situate and being in C. W. aforesaid by the name or names of the eight Cottages, two Gardens, and one Orchard, with the appurtenances in W. and C. W. aforesaid: As by the said Fine remaining in Record in the said Court of Common Pleas at *westminster*, it doth and may appear. These presents witness, and it is hereby testified, expressed and declared, by and between all the said parties to these presents, and the true intent and meaning of all the said parties to these presents, and to the said Fine then at the time of levying the said Fine was and now is: That the said Fine, and all other Fines levied, or to be levied of the premises, or any part thereof, or of the same, or any of them, with any other Lands Tenements or Hereditaments, by or between the parties to these presents, or any of them, and the Uses thereof shall be and enure, and hereby, and by all the parties to these presents, are and shall be adjudged

adjudged, deemed and taken to be and enure, to the uses, intents and purposes hereafter in these presents expressed, limited and declared, viz. Of, for and concerning all that one Cottage or Tenement, wherein one D. A. Taylor, did lately inhabit, situate in C. W. aforesaid, in a Street there called F. with the Orchard or Back side, Garden and Appurtenances, To the use and behoof of the said G. D. his Heirs and Assigns for ever : And of, for and concerning all that Cottage or Tenement, wherein the said M. S. doth now inhabit in C. W. aforesaid, in a place there called N. with a Back side and Garden, and Appurtenances thereunto belonging or appertaining, To the use and behoof of him the said M. S. his Heirs and Assigns for ever. And of, for and concerning one other Cottage, &c. to the said I. A. his Heirs and Assigns for ever : And of, for and concerning all other the Cottages and Premises in the said Fine contained, the use whereof is not herein or hereby formerly limited and declared, To the use and behoof of the said E. R. his Heirs and Assigns for ever, and to none other use, intent and purpose whatsoever. In Witness, &c.

A Condition for the sealing an Acquittance or Release of Lands.

THe Condition, &c. That If the above bounden B. C. do cause I. M. Serjeant at the Law, and E. his Wife, before the Feast of E. next coming at the costs and charges in the Law of the said B. C. by their sufficient deed in the Law to release, remit and quit claim to the within named C. D. his, &c. all their right, title, power and interest which they the said I. M. and E. his Wife, or either of them, have had, or may have, claim or pretended to have, of, in or to all such Lands, Tenements, That then, &c.

A Bill to pay money.

Memorandum, That I R. S. do owe unto I. M. the full Sum of 10 l. of, &c. to be paid unto the said I. M. his, &c. on the, &c. next coming, for payment whereof, I the said R. S. do bind me, my, &c. in the sum of, &c. firmly by these presents. Sealed and dated the day and year above-said : *Let it be dated as a general Acquittance.*

A Release.

RE it known, &c. That I W. B. of, &c. have remised, released, and for me, my Heirs, &c. do by these presents remise, &c. unto I. R. of, &c. all and all manner of Actions, Suits, Quarrels, Debts, Trespasses, Accounts, Covenants and Demands whatsoever, which I the said W. B. now have against the said I. R. or my Executors, Administrators or Assigns, at any time might ought or could have against the said I. R. his, &c. as Executor of I. R. his Father, deceased, or otherwise howsoever from the beginning of the world, until the day of the date hereof. In witness, &c.

A License to let Lands, although prohibited by Lease.

WHereas my Tenant W. H. holdeth of me one Tenement in P. in, &c. with the appurtenances for certain years yet to come, by Indenture of Lease dated, &c. wherein he hath expressly covenanted with me not to set or let out any part or parcel of the said Tenement, without my special license and consent in writing, in that behalf to be had, as by the said Indenture amongst, &c. appeareth. These presents witness, that I the said H. K. have licensed, allowed, and do by these presents license and allow the said W. H. to let, set or demise the said Tenement to one R. P. his, &c. for three years next ensuing: Provided, that he the said W. H. shall at his peril see the rent in the said Indenture and other covenants and payments therein mentioned to be paid on the part and behalf of the said W. H. be duly kept and performed, Dated, &c.

A Letter of Attorney to two to receive possession.

TO all Christian People to whom these presents shall come, Sir R. D. of, &c. sendeth greeting. Whereas G. S. of, &c. did seal unto the said Sir R. D. and deliver an Indenture bearing date the last day of M now last past, purporting a Conveyance unto him the said Sir R. D. and his Heirs, of all that Messuage or Tenement with the appurtenances, situate and being in B. aforesaid, sometimes then tofore, &c. *sitting down the particulars,* To have and to hold the said, &c. to the said Sir R. D. his Heirs and Assigns for ever, as by the said Indenture, it doth and may more fully appear: Now know ye, that the said Sir R. D. hath and hereby doth authorize, constitute, depure, and in his stead and place, put his well beloved Friends C. G. of, &c. and T. A. of, &c. and either of them, his true and lawful Attorneys, jointly and severally to receive and take for him, and in his name, and to his use, full and peaceable possession and seisin of and in all, or any part of the premises, in the ~~name~~ of the whole, of and from the said G. S. to hold to the said

said Sir R.D. and his Heirs, according to the tenor, purport, form and effect of the said Indenture. In witness, &c.

A Note of Indorment and livery of Seisin on the Indenture by virtue of the Letter of Attorney.

Memorandum, That full and peaceable possession and seisin was given and delivered by the within named G.S. of the Messuage or Tenement Closes and Land within mentioned unto C.G. of, &c. by virtue of the Letter of Attorney to this present Indenture annexed, for and in the name, and to the use of the within named Sir R. D. and his Heirs according to the true intent and meaning of the said Indenture and Letter of Attorney the day of, &c. in the presence of us whose names are subscribed.

Note. Let the Letter of Attorney be pinned or filed to the Indenture.

An Assignment of a Lease in trust.

This Indenture made, &c. Between W.P. of, &c. on the one part and R.P. of, &c. on the other part, witnesseth, that the said W.P. for divers good causes and considerations him hereunto moving, hath demised, granted, assigned, and set over, And by these, &c. unto the said R.P. his Executors and Assigns, All that, &c. setting down the particular, with their and every of their rights, members & appurtenances thereunto belonging: Together with all and every the estate, right, title, interest, use, possession, term for years, claim and demand whatsoever of him the said W. P. of. in and to the said, &c. by virtue of a former Lease or Assignment there of made to him by one W.R. of, &c. & I. his wife, or either of them for the residue of a term of 1000 years then unexpired, or otherwise howsoever; To have and to hold the said, &c. with the appurtenances, during all the rest and residue of the said term of 1000 years, which are yet to come and unexpired unto the said R. P. his Executors and Assigns, Upon the trusts, and to the intents and purposes hereafter mentioned and expressed, That is to say, That the said R.P. and his Assigns, shall permit and suffer the said W.P. to have and take to his own proper use and benefit, all and every cherents, Issues and profits of the premises, for and during his natural life, without impeachment of or for any manner of waste; And from and after his decease the said R. P. or his Assigns shall stand and be possessed or dispose of the premises, during the residue of the said term which shall be then to come to such uses, intents and purposes, as the said W. P. shall by his last Will and Testament in Writing, under his hand and seal, and subscribed in the presence of two or more credible witnesses, nominate and appoint the same; and for

want of such Declaration or Limitation to be made, That then the said R. P. shall stand possessed of the Premises in trust for the Executors or Administrators of the said W. P. and to none other use, intent or purpose whatsoever. In Witness, &c.

E. R. having bought the Mannor of B. and Copy-hold Lands belonging to it, takes a surrender of the Copy hold Lands in others names, who by Deed, after recital of what Estate they had, make this acknowledgment.

W Hereas E. R. of, &c. hath with his own money purchased of I. G. of, &c. amongst other Lands, Tenements and Hereditaments, the Customary Messuage, Lands, Tenements and Hereditaments hereafter mentioned, *viz.* Then stating all the particulars with the quantity and number of acres and closes, names, and in whose occupation. And also whereas W. P. of, &c. R. W. & K. and D. G. of, &c. being Customary Tenants of the said M. of B. did surrender into the hand of I. G. being Lord of the said M. All and singular the Customary Messuage, Lands, Tenements and Hereditaments before mentioned, To the use and behoof of us the said W. N. and R. F. to the intent and purpose that the said I. G. or other the Lords of the said M. or these Stewards for the time being at the next Court Baron to be holden for the said Mannor, should admit, or cause us the said W. N. and R. F. to be admitted Tenants unto all and singular the said, &c. As by the said surrender bearing date, &c. relation being thereunto had, may more fully, and at large appear. Now know ye, that we the said W. N. and R. F. for the manifesting of the truth of the said Surrender, and for the avoiding and clearing of all questions and doubts which hereafter may arise or grow touching or concerning the said surrender, taken in our names, as aforesaid, do hereby freely and voluntarily acknowledge, express and declare that the said Surrender was made, taken and done by the special direction and appointment of the said E. R. in trust, to and for the only use, benefit and behoof of him the said E. R. his Heirs and Assigns for ever, and to and for no other use, intent or purpose whatsoever; and therefore we the said W. N. and R. F. do by these presents freely and absolutely disclaim any other estate, right, title or interest, claim or demand which we or either of us now have, or hereafter may or can have, claim or demand in or to the said Customary Messuages, Lands, and premises, or any part thereof, but such as we have only by the trust reposed in us by the Surrender before expressed: In witness whereof we the said W. N. and R. F. have hereunto set our hands and seals, &c.

A Lease in trust.

THis Indenture made, &c. between Sir R. D. of, &c. on the one part and W. D. of, &c. R. H. of, &c. and T. S. of, &c. on the other part, witnesseth that the said Sir R. D. for divers good causes and considerations him moving, hath demised, granted, set and to farm letten, and by these presents doth, &c. unto the said W. D. R. H. and T. S. their Executors and Assigns, All that the Mannor of A. with the rights, members and appurtenances thereof in the said County of B. and all Messuages, Lanes, Tenements and Hereditament whatsoever of him the said Sir R. D. situate, lying and being in A. aforesaid, in the said County of B. And also all that Close of Land, in the parish of N. in the said County of B. called the *Warren-Hill*, with their and every of their appurtenances; And all ways, easements, passages, profits, commons and commodities, whatsoever belonging to the said Mannor and Premises, and to every or any of them (except all Timber-trees growing on the premises) or any part thereof: To have and to hold the said Mannor, and all other the premises, with their and every of their appurtenances unto the said W. D. R. H. and T. S. their Executors and Assigns, from the Feast of, &c. last before, &c. for and during, and unto the full end of 24 years, &c. Yielding a Pepper-Corn, &c. Nevertheless, upon this special trust and confidence, and to the intent and purpose that they the said W. D. R. H. and T. S. their Executors and Assigns, shall permit and suffer him the said Sir R. D. and his Assigns, during his life, to hold and enjoy the said Mannor and Premises, and to receive and take the Rents, Issues and Profits thereof, to his and to their own use, without impeachment of any Mannor of waste. And also that they the said W. D. R. H. and T. S. their Executors and Assigns, from and after the decease of the said Sir R. D. shall permit and suffer I. D. Esq; Son and Heir apparent of the said Sir R. D. and his Heirs, to hold and enjoy, and to receive and take the Rents, Issues and Profits of the said Mannor and Premises, for so long time as he the said I. D. and his Heirs, shall permit and suffer M. D. and K. D. Sons of the said Sir R. D. his Heirs and Assigns, severally, and respectively to hold and enjoy, according to their several and respective Estates and Limitations, to them severally and respectively made, appointed, or to be made and appointed in trust for them, or either of them by the said Sir R. D. their Father, of all that the Mannor of E. and T. in T. with their and either of their Rights, Members and Appurtenances thereof, in the said County of B. and all that the Rectory and Parsonage impropriate of T. aforesaid, and of all that third part of the Mannor of C. with

the Rights, Members and Appurtenances thereof in the said County of B. And also to the intent and purpose, that if the said I.D. his Heirs and Assigns, shall at any time, during the term hereby demised, disturb, hinder or molest the said M.D. and R.D. the Son, or either of them, their or either of their Heirs or Assigns, the quiet holding or enjoying of all or any the Mannors, Lands, Tenements or hereditaments to them, or in trust for them, severally and respectively limited and appointed by the said Sir R.D. their Father, as aforesaid, or shall cross, or hinder any the Limitations or Estates, made or appointed by the said Sir R.D. to or for the said M. and R.D. as aforesaid, whereby or by reason whereof they the said M.D. and R.D. the Son, or either of them, their Heirs and Assigns, shall not, or may not quietly hold and enjoy, and take the profits of the Mannors, Lands, Tenements and Hereditaments to or for them, or either of them, severally and respectively limited and appointed by their Father Sir R.D. as aforesaid; That then, and immediately from and after such disturbance and hindrance used and done by the said I.D. his Heirs and Assigns: They the said W.D. R.H. and T.S. their, &c. shall permit and suffer them the said M.D. and R.D. their Heirs and Assigns, severally and respectively to take and receive the Rents, Issues and Profits of the Mannor of A. and all other the premises hereby demised, for all such time and terms of years as shall be to come and unexpired at the time of such Disturbance or Hindrance made or done by the said I.D. his, &c. Provided always, that if the said Sir R.D. at any time during his life, shall be minded to make void these presents, and the estate hereby granted, and shall by any writing, under his Hand and Seal, Subscribed in the presence of two credible persons, or more, declare such his mind and intention, for the making void thereof: That then, from and after such Declaration in writing made and subscribed by the the said Sir R.D. as aforesaid, This present Indenture, and the estate hereby granted, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. In witness whereof, &c.

A Lease in trust.

THis Indenture made, &c. Between Sir R.D. of, &c. on the one part, W.D. of, &c. R.H. and T.S. &c. on the other part, Witnesseth, that the said Sir R.D. for, &c. setting down the Demise, *ut supra*, though of other Lands with the *Habendum* and *reddendum*, *ut supra*: Nevertheless, upon this special trust and confidence that they the said W.D. R.H. and T.S. their, &c. shall permit

permt and suffer him the said Sir R. D. and his Assigns, during his life to hold and enjoy the said Mannor and Premises, and to receive and take the Rents, Issues and Profits thereof to his and their own use. And also upon this further special trust and confidence that they the said W. D. R. H. and T. S. their, &c. from and after the decease of the said Sir R. D. shall employ yearly out of the profits of the said M. and premises, the sum of 30 l. of, &c. For the Education and bringing up of M. D. Gentleman, second Son of the said Sir R. D. for, and until he the said M. shall attain unto the age of nineteen years; And also that they the said W. D. R. H. and T. S. their &c. from and after the said M. D. shall attain his said age of nineteen years, during the residue of the said term, shall raise out of the profits of the premises, the sum of 80 l. *per annum*, for and towards the maintenance, and for the portion of him the said M. D. And also at the end of the term hereby demised, shall and will yield and deliver the rest and residue of all the profits of the premises by them received or raised unto him the said M. D. or to his issue, if any issue of his body be then living: And if the said M. D. before his said age shall die without issue, that then they the said W. D. R. H. T. S. their, &c. from and after the decease of the said M. D. without issue, as aforesaid, shall yield and deliver unto I. D. Esquire, eldest Son and Heir apparent of the said Sir R. D. at his age of nineteen years, or to such issue of his body as shall be living at such time as the said I. D. shall have accomplished his said age of nineteen years if he had lived, all such Rents, Sum or Sums of Money, as they, or any of them shall have received or taken out of, or for the said Mannor or Premises, and every or any of them. And if the said J. D. before his said age of nineteen years shall dye without issue, that then they the said W. D. R. H. and I. S. their, &c. from and after the decease of the said J. D. as aforesaid, shall yield, pay and deliver unto R. D. Gent. youngest Son of the said Sir R. D. at his age of nineteen years, or to such issue of his body as shall be then living, all such Rents, Sum and Sums of Money as they, or any of them shall have received or taken out of, or for the said M. and premises, and every or any of them. *Cum eadem pot. stat. revocat. prout ultim. specificat.* In witness, &c.

A Declaration of trust, with a Declaration of uses by the Trustee.

THis Indenture made, &c. between A. Lady D. of, &c. Widow on the one part, and Sir I. D. Sir I. C. Sir R. L. I. C. C. I. T. L. T. I. W. M. and W. G. of, &c. *separatim* on the other part. Where-

Whereas the said Sir I.D. I.C. and I.C. do stand joyntly seized in Fee with the said A. Lady D. of, and in all that the Mannor of L. In the Countie of L. with the Rights, Members and appurtenances thereof, and of all that the Capital Messuage or Mansion-house of aforesaid, and of all and singular Messuages, Lands, Tenements, Tofts, Cottages, Mills, Meadows, Closes, Pastures, Leasows, Commons, Waste-grounds, Furze, Heath, Woods, Under-woods, Waters, Moors, Ways, Fishings, Court-Leets, Views of Frankpledge, Waifs, Escheats, Royalties, Franchises, Rents, Reversion, Services, Profits, Commodities, Liberties, Priviledges and Hereditaments whatsoever to the said Mannor, or any part thereof belonging, or appertaining, or reputed, deemed, occupied or taken as part, parcel, or member of the said Mannor of L. aforesaid, and of all that Messuage with the appurtenances in L. aforesaid, in the possession of W.C. or his assigns; as by the conveyance thereof to them made by G.A. Esq; it doth and may more fully appear. And whereas the said T.L. T.J. and W.G. do also stand joyntly seized to them and their Heirs, of and in all, and all manner of Tithes, of what nature, condition or quality whatsoever, and of all Demises, Pensions, Portions, Oblations, Emoluments and profits whatsoever coming growing, renewing, arising, encreasing, issuing, or going out of any the Lands, Meadows, Pastures, or Woods in L. in the said Countie of L. as being parcel of the Demesnes of the Mannor of L. with their and every of their rights, members and appurtenances, and of all and singular Glebelands, Tenements, Profits, Commodities, Emoluments and Hereditaments whatsoever, to the Rectory and Parsonage of L. aforesaid, belonging or appertaining, lying or being amongst the Demesne-Lands of L. aforesaid; and also of all and all manner of Tithes, coming growing, renewing, or increasing, in, or upon the said Glebelands, Tenements and Hereditaments, or any of them, and of all other the Tithes, coming, growing, renewing, or increasing in L. aforesaid, as by the conveyance thereof to them made by W.C. and G.A. it doth and may appear. And whereas the said Sir I.C. Sir R.L. and W.M. do stand possessed and interested for divers years yet induring, of, and in all that Pasture-ground, containing by estimation one hundred and twenty acres, be it more or less, lying in L. in the Parish of S. in the said Countie of E. called or known by the name of the Nether-ground, with the tenement, and all other the edifices and buildings thereupon standing, as by the lease thereof to them the said Sir I.C. Sir R.L. and W.M. by I.L. and A. his Wife, dated the nineteenth day of, &c. it doth and may appear. Now these presents witness, and it is hereby declared, testified and expressed, by all the said parties to these presents, that all and every the several parties to these presents, do stand so seized

zed and interessed of all and every the premisses respectively, only in trust for the said A. Lady D. and to her use, and that they the said Sir I. D. Sir I. C. Sir R. L. I. B. I. L. T. I. W. M. and W. G. and every of them, and the heirs and executors of the Survivor and Survivors of them, shall at the request and costs of the said A. Lady D. convey and dispose the premisses, and every of them respectively, to such person and persons as she the said A. Lady D. shall in her life time under her hand; or by her last Will in writing, appoint or give consent unto. And the said A. Lady D. doth hereby also declare, that her intent is, in case she should not in her life-time, as aforesaid, or by her last Will make any Declaration of her intent for the disposing of the premisses, or in case she the said A. Lady D. shall make such Declaration for part, and not for other part, then the said parties trusted and every of them, shall respectively convey their several estates in the premisses, or of so much thereof, as she the said A. Lady D. shall not so make a Declaration of to W. D. Esq; second Son of the said A. Lady D. and to his Heirs, Executors and Assigns, according to the intent of these presents; and shall always permit her and her Assigns, as aforesaid, to receive and enjoy all and every the Rents and Profits of the same. In witness whereof, &c.

A Letter of Attorney to demand a Rent according to a Lease.

TO all Christian People to whom, &c. E. F. of, &c. and I. P. of, &c. send greeting in our Lord God everlasting. Whereas the said E. F. and I. B. by their Indenture dated the fifth day of, &c. did demise and grant unto I. B. of C. in the said County of B. Yeoman, and his Assigns, all that Wood-ground, with the soil thereof, called by the name of W. wood, containing by estimation 60 acres were the same more or less, with the appurtenances thereunto belonging, lying in the Parish of C. aforesaid, to hold the demised premisses to the said I. B. and his Assigns, from the Feast of the Birth of our Lord God then last past, for the term of twenty one years from thence next ensuing, by and under the yearly rent of thirty pounds six shillings and four pence, payable to the said Edmund F. and I. P. at the Feast of the Nativity of St. John the Baptist, and the Birth of our Lord God, by equal portions, at the Font-stone in the Temple-Church, London, with this special Proviso or Condition in the said Indenture contained, That if the said yearly Rent, or any part thereof should be unpaid in part, or in all, at the place aforesaid, by the space of ten days next after either of the said Feasts, or the days of payment, the same being lawfully demanded, that then and at all times afterwards, it should be lawful for the said E. F. and I. P. and their Assigns, to re-enter upon all the premisses, and the same to have again, retain

tain, repoflefs and enjoy, as in their former eſtate and right, by the ſaid Indenture, amongſt other things herein contained, appeareth. Now know ye, that the ſaid *Edmund F.* and *I. P.* have, and hereby do depute, conſtitute and appoint, and in their ſtead and place put their well-beloved friend *I. H. of L. Eſq;* their true and lawful Attorney, for them and in their names, to aſk and demand, according to the Proviſo in the ſaid Indenture contained, the half years rent, that ſhall grow due upon the ſaid Demife, by the ſaid *I. B.* or his Aſſigns, being the ſum of fifteen pound three ſhillings and two pence, at the Feaſt-day of the Birth of our Lord God now next enſuing; And alſo they the ſaid *Edmund F.* and *I. P.* do hereby authorize and appoint the ſaid *I. H.* to demand the ſaid rent and ſum at the time and place in the Proviſo in the

Authority to demand a rent, Tories quories. ſaid recited Indenture, mentioned for payment thereof, according to the Proviſo or the intent thereof. And the ſaid *E. F.* and *I. P.* do hereby further authorize and appoint the ſaid *I. H.* from time to time and at all

times, during the continuance of the ſaid term that ſhall be unexpired and to come, at or after the ſaid Feaſt-day of the Birth of our Lord God now next enſuing, for them, and in their names, to aſk and demand on the tenth day next after either of the ſaid Feaſts or days of payment, according to the Proviſo in the ſaid Indenture contained, all ſuch rent and rents that ſhall grow due to be paid upon the Demife, at either of the ſaid Feaſts, by the ſaid *I. B.* or his Aſſigns, at the time and place in the Proviſo of the ſaid recited Indenture mentioned for payment thereof, according to the purport and form of the ſame, ratifying and allowing all and whatſoever the ſaid *I. H.* ſhall do in the premiſſes, as if they themſelves were perſonally preſent, and did demand the ſame. In witneſs, &c.

A Letter of Attorney to re-enter upon the former Attorney.

TO all Chriſtian people, to whom, &c. *E. F.* of, &c. and *I. P.* of, &c. ſend greeting: Whereas, &c. reciting the Indenture mentioned in the former Letter of Attorney, and then reciting that whereas the ſaid *E. F.* and *I. P.* by their Letter of Attorney dated, &c. did authorize and appoint *I. H.* of, &c. to aſk and demand in their names, and to their uſe, the half years rent, &c. viz. the ſum of 15 l. 3 s. 2 d. which was then to grow due and payable at the Feaſt day of the Birth of our Lord God, then next enſuing, and for non-payment whereof, the ſaid *E. F.* and *I. P.* by a Proviſo by the ſaid recited Indenture, might lawfully re-enter, if the ſame ſhould be behind by the ſpace of ten days after the ſaid Feaſt, according to the form and effect of the ſaid recited Indenture and Proviſo. And whereas the ſaid *I. H.* did demand the ſaid half years

rent

rent of 15 l. 3 s. 2 d. due and payable by the vertue of the said proviso, and the power to him given by the Letter of Attorney aforesaid; yet notwithstanding the said I. B. and his Assigns, nor either of them, have not paid the said half-years rent, according to the reservation and Proviso of the said recited Indenture: Now know ye, that the said E. F. and I. P. have and hereby do depute, constitute, ordain and appoint the said well beloved friend I. H. their true and lawfull Attorney for them, and in their names, and to their use, into all and every the Premisses, demised by the said recited Indenture unto the said I. B. and his Assigns, to re-enter, and the same to have, detain and keep from them, and to their use, according to the power and Condition in the said recited Indenture mentioned; ratifying, allowing, *at supra*, in the former. In witness, &c.

An Indorment of Attornment of Tenants.

M Emorandum, that before the enscaling of these presents, the within-named E. B. did by Indenture made between him and the within-named R. C. on the one part, and N. C. of the other part, bearing date, &c. for a certain sum of money mentioned by the said Indenture to be paid, grant, bargain, demise and lease the premisses within-mentioned unto the said N. and A. D. of, &c. did after the enscaling and delivery of these presents, *viz.* this present fifteenth day of, &c. attorn and agree to this conveyance in the presence of, &c.

An Indenture of Covenant's, Declaring that a mans name is but only used in trust, in the taking of an Assurance.

T His Indenture made, &c. Between T. B. of the one part, and A. B. of, &c. of the other part, witnesseth, Whereas, T. H. by his Indenture of Bargain and Sale bearing date, &c. made between, &c. for the consideration therein mentioned, did grant, bargain and sell unto the said T. B. and A. B. their Heirs and Assigns, all that Messuage Farm or Tenement, with the Appurtenances, and all those three Yard-lands of Meadow, arable and pasture, with all and singular their appurtenances in F. in the said County of L. now or late in the tenure of the said T. H. or his Assigns, to hold the said Messuage or Tenement and three Yard-lands, with the appurtenances to the said T. B. and A. B. their Heirs and Assigns for ever, and did covenant by the said Indenture to levy one fine, *Sur Cognizant de droit come ceo*, &c. of the premisses to him the said T. B. and A. B. and their Heirs, as by the said Indenture (amongst, &c.) appeareth. Now this Indenture witnesseth, That the said A. B. was only named in trust by the said T. B. to and for the use of the said T. B. his Heirs and Assigns, and that the said sum of five hundred pound mentioned in the said Indenture to be the

*Set down the
Consideration &
Plaint.*

con-

consideration for the said purchase, was the proper money of the said T. B. And the said A. B. doth covenant, &c. that he the said A. B. his Heirs and Assigns, from time to time, and at all times hereafter, upon the request, and at the costs

To convey Lands according to the Trust.

and charges in the Law of the said T. B. his Heirs or Assigns, shall and will convey and assure the premises, and all the estate, title and interest therein, unto the said T. B. and his Heirs, to the use of the said T. B. and his Heirs, or to any other person and persons and their Heirs, to the use of them and their Heirs, as the said T. B. or his Heirs shall direct or appoint, acquitted and discharged of and from all charges and Incumbrances, had, made, or done by the said A. B. or by, from or under any other person or persons whatsoever, claiming by, from or under him. * And the

To save harmless from any damage hapning by reason of the joynt Estate.

said T. B. doth Covenant, &c. That he the said T. B. his Heirs, Executors or Administrators, or some, or one of them, shall and will from time to time, and at all times hereafter, save and keep harmless the said A. B. his Heirs, Executors and Administrators, and their Lands and Goods, of and from all manner of damage, loss and hinderance which shall or may hereafter happen to arise or grow for or by reason of the said joynt estate, settled and raised by the said A. B. and T. B. in Trust for the said A. B. as aforesaid.

An Acquittance for money paid in part of a Purchase.

Quinto die D. &c.

R Ecceived by me T. H. the day and year abovewritten of T. B. the sum of, &c. as part of the money agreed to be paid for the purchase of certain Lands, in F. in Com. L. according to certain Articles of Agreement indented, bearing date, &c. made between, &c. In Witness, &c.

The manner of endorsing an Attornment of Tenants.

M Emorandum, that R. C. of, &c. Assignee of H. G. &c. and the rest of the Tenants and Farmers of the premises within mentioned, by vertue of several Leases thereof made unto them, by the within named W. G. did severally Attorn and become Tenants of, and for their several and respective interests in the premises to the within named C. G. this present tenth day of, &c. and the said several Tenants, and every of them, have given unto the said C. G. one penny in the name of Attornment, in the presence of, &c.

A Release of interest in Lands.

TO all, &c. R. E. of, &c. sendeth Greeting : Know ye, that the said R. E. for and in consideration of the sum of, &c. to him in hand paid by T. H. of, &c. hath given, granted, remised, released and quit claimed, and by these presents doth, &c. unto the said T. H. all his estate, right, title, interest, term of years, claim and demand whatsoever, which he the said R. E. now hath, or may claim to have, of, in, or to one Messuage or Tenement, with the appurtenances commonly called or known by the name of, &c. situate, lying and being in, &c. and of, and in all the Lands, Tenements and Hereditaments whatsoever to the said Messuage or Tenement belonging, or appertaining, or to, or with the same now used, occupied or enjoyed. In witness whereof, &c.

A Condition to save a Surety harmless from a Recognizance.

THE Condition, &c. That whereas the said I. C. and A. G. together with the above bounden R. P. and for him by Recognizance acknowledged before Mr. T. G. one of the Kings Majesties Justices of the Peace, for the County of, &c. the said R. P. hath acknowledged to our Sovereign Lord the King, twenty pound, and the said A. G. twenty, and the said I. C. twenty pound. That he the said R. P. shall from henceforth for ever keep his Majesties Peace towards one W. B. &c. as by the said Recognizance entred into, as aforesaid, at large appeareth : If therefore the said R. P. his, &c. from time to time, and at all times hereafter, do clearly acquit, discharge, and save harmless the said I. C. his &c. and all his and their Lands, Tenements, Goods and Chattels, and every of them as well against our said Sovereign Lord the Kings Majesty, His Heirs and Successors, as against all and every other person and persons, of, for, or concerning the said sum or penalty of, &c. and also of all other costs, charges and troubles that may futurely come or arise for or concerning the same ; that then, &c.

A Disavowment of a Suit.

TO all, &c. I. L. of, &c. sendeth greeting, &c. Whereas a Suit hath been of late Commenced and Prosecuted for me and in my name, in his Majesties Court of Kings Bench at *Westminster*, against M. L. for, &c. (setting down for what) which said Suit as yet dependeth in the said Court. Now know ye

ye, that the said Suit was commenced, and is prosecuted without any warrant or allowance of me, and therefore do hereby renounce and disavow the said Suit, and all and every other suit or suits attempted or prosecuted against the said M. L. for me and in my name, for or by reason of the bond, or any other cause or matter whatsoever. In, &c.

Warrant for the keeping of a Court.

WHereas I have received direction from the Right Honourable R. E. of D. to hold a Court-Baron for his Lordships Mannor of S. within, &c. These are to let you understand, that I have appointed the 9th day of, &c. next, being *Tuesday*, for the holding of the said Court, at or in the hall of the said M. house, and do therefore hereby request and require you to give notice of the said time and place appointed for the holding of the said Court unto all and every the Suiters and Tenants of the said Mannor, and that you warn them, and every of them, to be then and there present by eight of the clock in the fore-noon to give their attendance, And that also at the time and place aforesaid, you return before me a Jury of the Suiters and Tenants of the said M. to enquire of such matters, as shall be by me given to them in charge; and hereof, &c. Given under my hand and seal, &c.

An Indenture of Covenants between Executors.

THis Indenture made &c. Between E. C. of, &c. on the one part, and W. A. of, &c. on the other part: Whereas A. W. widow, late deceased, by her last Will and Testament in writing, named, ordained and constituted the said E. C. and W. A. to be Executors of the same her last Will and Testament, as by the same Will and Testament, amongst other things, appeareth; Now this Indenture witnesseth, That it is mutually covenanted and agreed by and between the said parties to these presents in manner and form following. And first, the said E. C. doth covenant, &c. That he the said E. C. shall and will before the end of *Michaelmas* term next ensuing the date hereof, if he shall be thereunto required by the said W. A. his Executors or Assigns in due form of Law, and at the costs and charges in the Law of the said W. A. his, &c. refuse and renounce his said Executorship. And the said E. C. doth further covenant &c. That neither he the said E. nor his Executors, nor Administrators, shall or will intermeddle

Recital of the Bond.

To renounce Executorship.

Not to meddle with the goods.

intermeddle with the Administration of any part of the Money, Plate, Debts, Credit, and other the Goods and Chattels of the said Testator, with the consent of the said W. A. his, &c. but shall and will from time to time, and at all times hereafter, permit and suffer the said W. A. his, &c. to administer all such Monies, Debts, Credits, and other the Goods and Chattels of the said Testator, without the let, trouble, interruption or disturbance of the said E. C. his, &c. or of any other person or persons whatsoever, lawfully claiming by, from or under the said E. C.

or by his means, privity or procurement. And *Not to release a*
also that neither he the said E. C. nor his, &c. *Creditor.*

shall at any time hereafter make, or cause to be made any release, acquittance or other discharge to any person, or concerning any of the Debts, Credits, Goods or Chattels of the said Testator, nor shall do or suffer, or cause to be done or suffered, any Act or Acts, Thing or Things, in or about the Execution of the said last Will and Testament, without the assent, consent, agreement of the said W. A. his, &c. And the said W. A. in consideration of all and singular the Premises,

doth Covenant, &c. That he the said W. A. *To save harmless:*
his, &c. shall and will from time to time, and at all times hereafter, defend, discharge and save harmless the said E. C. his, &c. against all and every person and person whatsoever, of, for and concerning all and all manner of Actions, Suits, and Demands hereafter to be had, made or brought against the said E. C. his, &c. for or by reason of the said Executorship or the said last Will and Testament. And that the said W. A. his, &c. shall and will from time to time, and at all times hereafter, pay and satisfy unto the said *To pay all Charges*

E. C. his, &c. all such costs, charges and expences as the said E. C. his, &c. shall at any time hereafter be put unto, for or by reason of any cause, matter or thing, touching or concerning the said Executorship, or the said last Will and Testament, of the said A. W. And the said

W. A. doth further covenant, &c. That he the *To perform the Will*
said W. A. his, &c. shall and will well and truly fully accomplish and perform the said last Will and Testament of the said A. W. and well and truly content and pay all and every the Legacies, Gifts and Bequests contained and specified in the same last Will and Testament, according to the tenor, purport and true meaning of the same. In witness, &c.

*An Indenture in Consideration of a Marriage in lieu of
Joynture.*

THis Indenture made, &c. between M.F. of the one part, and I. I. and I. F. of the other part, witnesseth, that the said M. F. for and in consideration of a Marriage, heretofore had and solemnized between the said M.F. and C. his now Wife, and for and in full satisfaction and recompence of such Joynture or Dower as she the said C. shall have or challenge, out of, or in, or to all or any of the said Messuage, Lands, Tenements or Hereditaments of the said M. F. in case the said C. shall survive and over-live the said M.F. And for the continuance, settling and establishing of the said Messuages, Lands, Tenements or Hereditaments hereafter mentioned, in the Name, Blood and Kindred of the said M. F. so long as it shall please Almighty God, and for divers other good causes and considerations him the said M.F. hereunto moving, doth covenant, &c. That he the said M. F. and his Heirs, and all and every person and persons, and their Heirs now standing, or being seized, or which at any time hereafter shall stand or be seized of, or in all that Capital Messuage, with the Appurtenances, commonly called or known by the name of H. in B. aforesaid, in the said County of S. in the tenure or occupation of the said M.F. or his Assigns, and of and in all and singular the Lands, Tenements, Meadows, Pastures, Feedings, Commons, Woods, Under-woods and Hereditaments whatsoever, with their and every of their Appurtenances to the said Capital Messuage or Tenement, belonging or appertaining, or to or with the same at any time heretofore used, occupied or enjoyed, as part parcel or member thereof, shall and will from henceforth stand and be seized thereof, and of every part and

To stand seized. parcel thereof, to the uses, intents and purposes hereafter mentioned; That is to say, to the use and behoof of the said M.F. and C. his Wife and their Assigns, for and during their natural lives, and the life of the longer liver of them without impeachment of, or for any manner of waste, and from, and after the decease of the Survivor

The uses. of them the said M. of C. then to the use and behoof of the Heirs of the Body of the said M.F. and C. lawfully begotten; and for default of such issue, then to the use and behoof of the right Heirs of the said M.F. for ever. And the said M.F. doth further

To have power to raise uses. covenant, &c. That he the said M. F. at the time of the sealing and delivery of these Presents, is, and standeth seized of a good, per-

fect and Indefeasible Estate in Fee-simple, of and in the said Messuages, Lands, Tenements and Hereditaments, and of and in every part and parcel thereof, and that he hath lawful power and authority by these Presents, to raise, limit and appoint the aforesaid several Uses and Estates, and that all and singular the Premises, with their and every of their Appurtenances, now are, and so at all times, and from time to time hereafter shall be, remain *Discharged of Incumbrances.* and continue, unto the uses, intents and purposes before, in and by these Presents, limited, expressed and declared, free and clear, and freely and clearly acquitted and discharged of, and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Joyntures, Dowers, Wills, Entails, &c. and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever. In witness, &c.

Words to be used upon the Delivery of Possession.

I Do deliver you possession and seisin of this House, or of this parcel of Lands, in the name of all the rest contained in this Deed or Indenture; To hold to you and your Heirs and Assigns for ever, according to the tenor, form and effect of this present Writing or Indenture.

*A Conveyance of Land by three Co-heirs, and their Husbands.
well penn'd*

THis Indenture made the twentieth day of March, in the tenth Year of the Reign of our Sovereign Lord Charles, by the Grace of God, of England, Scotland, France and Ireland, King, Defender of the Faith, &c. between W.S. of B. in the County of B. Husbandman, and I. his Wife, W. M. of E. R. in the Parish of *Princes Risborough*, in the said County, Husbandman, and A. his Wife, and F. W. of P. R. aforesaid, in the said County Husbandman, and A. his Wife, and E. A. of the Parish of P. R. aforesaid, and S. *The Consideration.* his Wife, on the one part, and I. M. of H. aforesaid, in the said County Husbandman, on the other part, witnesseth, That the said W.S. and I. his Wife, W.M. and A. his Wife, and F.W. and A. his Wife, for and in Consideration of the Sum of one hundred and ninety pounds of current Money of *England*, to them the said W.S. and I. his Wife, W.M. and A. his Wife, F.W. and A. his Wife, E.A. and S. his Wife, by the said I.M. in hand paid before the enrolling hereof, the receipt where-

of the said W. S. &c. do hereby acknowledge and thereof do jointly and severally exonerate and discharge the said I. M. his Heirs, Executors and Administrators, and every of them, for ever by these Presents : And for other good

The Grant.

causes and considerations them moving, have granted, aliened, bargained, sold, enfeofed and confirmed, and by these Presents for them and their Heirs, do jointly and severally, grant, alien, bargain, sell, enfeof and confirm unto the said I. M. his Heirs and Assigns for ever, All that Messuage, Tenement or Dwelling-house, with the Appurtenances, situate, lying and being, at or near a place called W. A. in the Parish of B. *alias* B. in the said County of B. wherein the said W. S. now dwelleth, and wherein one W. W. deceased, Father of them the said I. A. and B. did lately dwell and inhabit, and all those five several Closes of Arable Land, Meadows, Pasture and Wood-ground belonging to, or used with the said Messuage, Tenement or Dwelling-house, lying and being in the Parish of B. aforesaid, W. and H. or in some or one of them in the County of B. And also all and singular Houses, Edifices, Buildings, Barns, Stables, Yards, Backsides, Orchards, Gardens, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Common of Pasture, Wayes, Easements, Passages, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever, to the said Messuage, Tenement, Dwelling-House and Premises, or to any of them belonging, or in any wise appertaining, or accepted, reputed, taken, known or demised, letten, used, occupied or enjoyed as part, parcel or member thereof. And all other the Lands, Tenements and Hereditaments whatsoever of them the said W. S. and I. his Wife, W. M. F. W. E. A. and every and either of them situate, lying and being in the Parishes of B. W. and H. aforesaid, or in any or either of them. And also all the Estate, Right, Title, Interest, Use, Possession, Reversion and Reversions, Remainder and Remainders, Rent and Rents, Claim and Demand whatsoever of them the said W. S. and I. his Wife, W. M. F. W. E. A. and every and either of them, of, in and to the said Messuage, Tenement or Dwelling-house, Closes, Lands, and all other the Premises, and of, in and to every part and parcel thereof, with their and every of their Appurtenances : And all Writings, Evidences, Deeds, Charters, Fines, Escripts and Minuments whatsoever, concerning the Premises, or any part thereof ; And true Copies of all such Writings and Evidences as do concern the Premises, or any part thereof with any other Lands, Tenements or Hereditaments which now being in the hands, custody or possession of them the

the said W.S. W.M. F.W. E.A. or any, or either of them, or which they, or any of them may lawfully get or come by without Suit in the Law, the some Copies, and every of them to be copied and written out at the costs of the said I.M. his Heirs or Assigns, To have and *The Habendum.* to hold the said Messuage, Tenement or Dwelling-house, Closes, Lands, and all other the Premisses, with their Appurtenances, unto the said I. M. his Heirs and Assigns, To the only proper use and behoof of the said I.M. his Heirs and Assigns for ever: And the said W.S. W.M. F.W. and E.A. for them and their Heirs severally and not joyntly, nor one for the other, the said Messuage or Tenement, Closes, Lands, and all other the Premisses, with the Appurtenances, unto the said I.M. his *Warranty.* Heirs, against them the said W.S. W.M. F.W. E.A. and every of them, their and every of their Heirs and Assigns, shall and will warrant, and hereby do joyntly and severally grant to warrant, and for ever defend by these Presents: And further, the said W. S. &c. for themselves severally, and not joyntly, nor one for the other, and for their and every of their several respective Heirs, Executors and Administrators, and for every of them, do and doth, covenant, promise and grant to and with the said I. M. his Heirs and Assigns, and to and with every of them by these Presents, that they the said W.S. &c. for and notwithstanding any act or thing by them, or any of them, done or suffered to the contrary, now are, or some of them is, and at the time of the first executing an Estate of the Pre- *Seized in Fee.* misses, with the Appurtenances, unto the said I.M. shall be lawfull and absolutely seized in their, or some of their demesain, as of Fee-simple, to them and their Heirs, or to some of them and their Heirs, of and in all and every the Premisses, with the Appurtenances; And that for and notwithstanding any such act or thing by them the said W.S. &c. or by any other of them done or suffered to the contrary, as aforesaid, they the said W.S. &c. now have, or some of them now have or hath, and shall *Power to alien.* have good right, full power, and lawful authority to grant, bargain, sell and convey the said Messuage or Premisses, with the Appurtenances, unto the said I.M. his Heirs and Assigns, according to the intent and meaning of these Presents; And that the said Messuage, Tenement or Dwelling-house, Closes, Lands, and *Freed from Incumbrances.* all other the Premisses with the Appurtenances, now are, and so shall and may for

ever hereafter remain, continue, and be unto the said I. M. his Heirs and Assigns, free and freely, and clear and clearly Acquitted, Exonerated and Discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Joynrures, Dowers, Uses, Wills, Intails, Annuities, Statutes-Merchant, and of the Staple, Recognizances, Bonds, Judgments, Executions, Extents, Condemnations, Rents, Arrearages of Rents, Intrusions, Forfeitures, Issues, Amerciaments, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered by them, the said W. S. &c. or by any, or either of them, or by their or any or either of their means, assent, consent or procurement; The Rents and Services from henceforth to be due and payable, for the Premises, to the chief Lord and Lords of the Fee or Fees of the Premises, for and in respect of their Seigniories of the same, only excepted and foreprized. And that he the said I. M.

Quiet enjoying.

his Heirs and Assigns, and every of them, shall and may for ever hereafter, quietly and peaceably have, hold, occupy, possess and enjoy the said Messuage, Tenement and Dwelling-house, Closes, Lands, and all other the Premises with the Appurtenances, without the let, suit, trouble, disturbance, denial, molestation, Interruption or eviction of them the said W. S. &c. and every and either of them, their and every and either of their Heirs and Assigns; And without the let, suit, molestation, Interruption or eviction of all and every other person or persons whatsoever, lawfully claiming, by from or under them, or any or either of them, their or any or either of their Estate, Right or Title, And also that they the said W. S. &c. their Heirs

Further assurance.

and Assigns, and every and either of them shall and will from time to time, and at all times hereafter, during the space of seven whole years next ensuing the date hereof, at the request and costs in Law of him the said I. M. his Heirs and Assigns, do, make, suffer, acknowledge and execute, and cause and procure to be done, made, suffered, acknowledged and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devise and devises, assurance and assurances in the Law whatsoever, for the further, better and more perfect assurance, surety, sure-making and conveying of the said Messuage, Tenement, or Dwelling-house, Closes, Lands, and all other the Premises with the Appurtenances, unto the said I. M. his Heirs and Assigns; Be it by Fine, Feoffment, Release, Confirmation with Warranty of them the said W. S. &c. their and every

or any of their Heirs and Assigns, Recovery or Recoveries, with single or double Voucher or Vouchers, Deed or Deeds, enrolled or not enrolled, the enrolment of these Presents, or by all or any the said ways or means, or by any other lawful or reasonable ways or means in the Law whatsoever, without warranty, or with the like warranty as aforesaid, as by him the said I.M. his Heirs and Assigns, or his, or their, or any of their Council Learned in the Law, shall be reasonably devised, or advised and required; All which further or other assurance, by Fine or otherwise shall be, enure, and hereby are and shall be adjudged, deemed and taken to be and enure, to the only proper use and behoof of the said I.M. his, &c.

An Indenture of Bargain and Sale of a Messuage and Lands, in Consideration of a Surrender of a Lease of other Lands, with good Covenants.

THis Indenture made, &c. between R.D. of T. in the County of, &c. Whereas the said K. C. now holdeth by Lease for certain years yet to come, one Messuage or Tenement, with the Appurtenance thereunto belonging, wherein the said K. C. doth now inhabit and dwell, situate and being in F. aforesaid, and divers Closes, Lands, Meadows, Pastures, Wood-grounds, and Hereditaments thereunto belonging or appertaining, lying and being in F. aforesaid, the Reversion and Inheritance in Fee-simple of which said Messuage, Lands and Premises now being in, and belonging unto them the said R.D. and I.P. and their Heirs; And whereas the said K.C. hath, and hereby doth Surrender up, grant, bargain and sell all her right, title, estate, interest, term for years, claim and demand whatsoever of her the said K. C. of, in and to the said Messuage or Tenements, Closes, Lands, Wood grounds and Premises in the said Lease particularly mentioned and expressed, and hath delivered up the said Lease to be Cancelled unto them the said R. D. and I. P. In consideration of which said Surrender and Grant, made by the said K. C. as aforesaid, the said R.D. hath upon the said enscaling hereof paid unto her the said K. C. the sum of 34 pound of currant Mony of England, the receipt whereof the said K. C. doth hereby acknowledge, and thereof doth acquit him the said R. D. his Heirs, Executors and Administrators, and every of them by these Presents. And whereas the said R. D. in further consideration of the said Surrender of the said Lands and Premises made, as aforesaid hath agreed to and with the said K. C. that the said R. together with the said I.P. should and would pass and convey unto her the said K.C. her Heirs and Assigns for ever, All that Tenement or Cottage, with appurtenances, situate and being in F. where in the said K.C. doth now inhabit, and all Houses, Edifices, Build-

ings, Barns, Stables, Yards, Back-fides, Orchards, Gardens, Lands, Tenements, Hereditaments and Appurtenances whatsoever thereunto belonging, or appertaining, or now used therewith. Now this Indenture witnesseth, That the said R.D. and I.P. in consideration of the said Surrender of the said Lands and Premises made by the said K.C. as aforesaid, and in performance of the said agreement made with the said R.D. as aforesaid, have bargained, sold, aliened, enfeoffed and confirmed, and by these Presents, do jointly and severally grant, bargain, sell, alien, enfeoff and confirm unto the said K. C. her Heirs and Assigns, All that the said Cottage or Tenement, with the Appurtenances, wherein the said K.C. doth now inhabit, situate and being in F. aforesaid; And all Houses, Edifices, Buildings, Barns, Stables, Yards, Back-fides, Orchards, Gardens, Waies, Easements, Passages, Profits, Commons, Commodities, Lands, Tenements, Hereditaments and Appurtenances whatsoever thereunto belonging, or appertaining, and now used therewith, and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said R. D. and I.P. and either of them, of, In and to the said Cottage or Tenement, Land and Premises hereby bargained and sold, or mentioned, or intended to be bargained and sold, and every of them; All which Premises are in the Occupation of the said K. C. or her Assigns: To have and to hold the said Cottage or Tenement, and all other the Premises with their Appurtenances, hereby bargained and sold, or mentioned to be bargained and sold unto the said K. C. her Heirs and Assigns, to the only proper use and behoof of the said K. C. her Heirs and Assigns for ever; And the said R.D. for himself, his Heirs, Executors and Administrators, and for every of them by these Presents doth covenant and grant to and with the said K. C. her, &c. That they the said R. D. and I. P. for and notwithstanding any act or thing by them or either of them done or suffered to the contrary, now are seized in Fee-simple to them and their Heirs of and in the said Cottage or Tenement and Premises. And that notwithstanding any such act or thing by them or either of them done or suffered to the contrary as aforesaid, they now have, and at the time of executing an Estate of the Premises by force of these Presents, shall have good right, and lawful authority to bargain, sell and convey the said Cottage, or Tenement and Premises with the Appurtenances unto the said K. C. her Heirs and Assigns, according to the Intent of these Presents: And that the said Cottage, or Tenement and Premises, and every of them now are, and so shall for ever hereafter, remain, continue, and be unto the said K. C. her Heirs and Assigns, freed and discharged from all Charges and Incumbrances whatsoever

soever had, made, committed or done by them the said R. D. and I. P. or either of them, or by their or either of their act, means, consent or procurement: And that she the said K. C. her Heirs and Assigns, and every of them, shall and may for ever hereafter, quietly and peaceably, have, hold, occupy, possess and enjoy the said Cottage or Tenements, and all other the Premises with the Appurtenances, without the let, suit, trouble, disturbance, denial, molestation, interruption or eviction of them the said R. D. and I. P. and either of them, their and either of their Heirs and Assigns, and of all and every other person and persons whatsoever, lawfully claiming, by, from or under them or either of them, their or either of their Estate, Right or Title: And also that they the said R. D. and I. P. their Heirs and Assigns, and every of them, shall and will from time to time, and at all times during the space of three years next ensuing the date hereof, at the request and costs of the said K. C. her Heirs and Assigns, further do, make, suffer, acknowledge and execute all and every such further and other lawful and reasonable act and thing, for the further, better and more perfect assuring and conveying of the said Cottage, or Tenement and Premises, with the Appurtenances unto her the said K. C. her Heirs and Assigns; Be it by Fine, Feoffment, Release or otherwise with Warranty of them the said R. D. and I. P. and their Heirs, against them their Heirs and Assigns, or without warranty, as by her the said K. C. her Heirs or Assigns, or her, their or any of their Council learned in the Laws shall be reasonably devised, or advised and required; All which further or other assurances, by Fine or otherwise shall be and enure, and shall be adjudged, deemed and taken to be and enure, to the only proper use and behoof of her the said K. C. her Heirs or Assigns, subject to the Proviso hereafter expressed, *viz.* Provided always, and upon Condition, that if the said Messuage or Tenement, Lands and Premises, or any of them herein before mentioned to be demised to them the said R. D. and I. P. their Heirs and Assigns, shall at any time hereafter be evicted from them the said R. D. and I. P. their Heirs or Assigns, or any of them, for or by reason of the said Lease made as aforesaid, by the said A. or by any other claiming under his Estate, for or by reason of the said Lease or otherwise, that then immediately upon and after such eviction, this Indenture of Bargain and Sale, and all and every matter and thing herein contained, shall cease and be utterly void to all intents and purposes; This Indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding. In witness whereof, &c.

A Lease of Lands, with exceptions of Woods, well penn'd.

THis Indenture made, &c. between T.L. of, &c. of the one part, and R.L. of, &c. on the other part, witnesseth, that the said T. L. for and in consideration of the yearly Rent and Covenants hereby reserved, and for other good causes, and considerations him moving: Hath demised,

The Demise.

set, and to farm-letten, and by these Presents doth demise, set, and to farm-let unto the said R.L. his Executors and Assigns, all those Closes and Grounds called or known by the name or names of M. and B. late in the tenure of I. B. his Assignee or Assignees, lying and being in P. aforesaid (except all Woods, Under-woods, Timber and Trees, growing or to be growing on the Premises, or any of them, with free liberty of ingress, egress and regress, to and for the said T. L. his Heirs, Executors and Assigns, and every of them at all times to sell, sell, cut down and carry away all or any of the Woods, Timber and Trees, at his and their free-wills and pleasures) and also except all that Copice or Wood-ground, lying and being in P. aforesaid, now in the occupation of the said T. L. and all Woods and Under-woods, growing or to be growing on the said Copice of Wood-ground, with free liberty and power to and for him the said R. L. his Executors and Assigns, from time to time, during the term hereby demised to sell, sell, or otherwise dispose of the same at his and their free-wills and pleasures, without impeachment of Waste (except and always reserved unto the said T. L. his Heirs, Executors and Assigns, all Hedges, and all such Trees as grow in any the Hedges, above the said Copice, or within one foot of any the Hedges above the same) and all Ways, Easements. Passages, Profits, Common and Commodities, to the said Closes and Premises, or any of them belonging or appertaining (except before excepted) To have and to hold the said

Habendum.

Closes, Copice and Grove, and all other the Premises, with their and every of their Appurtenances (except before excepted) unto the said R.L. his Executors, Administrators and Assigns, from the Feast of St. Michael the Arch-Angel next ensuing the date hereof, for the term of 15 years from thence next ensuing, fully to be compleat and ended. Yielding and paying there-

Reddendum.

fore to the said T.L. his Heirs, Executors and Assigns, at the Feast of, &c. the Rent and Sum of 13 pound of currant Mony of England, and one couple of good fat Capons. And also yielding and paying at the Feast of St. &c. the Rent or Sum of 15 pounds and 9 shillings of currant Mony of England, and

from

from and after the Feast of St. &c. yielding and paying yearly, and every year during the said term, the Sum of 30 pounds and 18 shillings of currant Mony of England, at the Feasts of, &c. by even and equal portions, and one couple of good fat Capons yearly, and every year, or five shillings in lieu thereof at the Election of the said T. L. his Heirs, Executors and Assigns, at the Font-stone in the Inner-Temple Church, London. And if it shall happen the said yearly Rent or Sums of Mony, or any of them, to be behind and unpaid, next after any or either of the said

The Distress.

Feasts or days of payment, whereon the same ought to be paid as aforesaid, that then at all times it shall and may be lawful to and for the said T. L. his Heirs, Executors and Assigns, and every of them to enter into, and upon all and every, or any the demised Premises, and to distrain for the same, and the Arrearages thereof, if any happen to be, and the Distress and Distresses there had and taken, to lead, drive, take and carry away, and the same with him and them to detain and keep until the said yearly Rents and every of them, and the Arrearages thereof, if any happen to be unto the said T. L. his Heirs, Executors and Assigns shall be contented and paid. Provided always, and upon condition that if the said yearly Rents hereby reserved, or any of them shall be behind and unpaid

Proviso to re-enter for non-payment of Rent.

by the space of thirty days next after any or either of the said Feasts or days of payment, whereon the same ought to be paid as aforesaid; That then and at all times from thenceforth it shall and may be lawful to and for the said T. L. his Heirs, Executors and Assigns, and every of them, and upon all and every the demised Premises to re-enter, and the same to have again, retain, repossess and enjoy as in his and their first and former Estate and Right, this Indenture or any thing therein contained to the contrary thereof in any wise notwithstanding, And the said R. L. for himself, his Heirs, Executors and Administrators, and for every of them, doth Covenant and Grant to and with the said T. L. his Heirs, Executors and Assigns, and every of them by these Presents, that he the said R. L. his Executors and Assigns at any time, or in any year during the said term, shall not, nor will Cross-crop the demised Premises, or any part thereof; And also that he the said R. L. shall and will yearly, during the said term in Husband-like manner lay on and bestow upon the Premises, or some part thereof, as much Compost and Dung as the Stover and Fodder growing on the Premises, will or may

Not to Cross-crop.

To pay Duties.

make

make, and also shall and will, during the said term, bear, pay and discharge all manner of payment and duties whatsoever, that shall or may any ways grow due or payable, for or by reason of the demised Premises, or any of them to the Kingdom or otherwise, and thereof, and therefrom shall and will acquit and discharge the said T.L. his Heirs, Executors and Assigns; And also he the said R.L. his Executors and Assigns, from time to time, and at all times during the said term, shall and will well and sufficiently make, amend, keep, cleanse and scour all and every the

The Repair.

Hedges, Ditches, Pales, Gates, Stiles, Fences and Mounds, upon and about the demised Premises, and every of them, and the same being well and sufficiently made, amended, kept, cleansed and scoured in the end, or other sooner determination of the term hereby demised shall and will leave and yield up unto the said T. L. his Executors and Assigns; And also shall nor, nor will demise, grant,

Not to assign without License.

assign, or let the Premises, or any part or parcel thereof, or depart with his Estate therein, to any person or persons whatsoever, without the license and consent of the said T.

L. his Heirs, Executors and Assigns, under his or their hands in writing, therefore had and obtained; And also shall and will pay all and every the yearly Rents and Sums of Money hereby reserved, according to the Reservations afore-

The Lessee to enjoy performing Covenants.

said; And the said T.L. for him, his Heirs, Executors and Assigns, and every of them, doth covenant and grant to and with the said R.L. his Executors and Assigns, by these Pre-

sents; That he the said R.L. by and under the Rents, Covenants and Agreements herein contained, and on his and their part to be paid, done and performed, shall and may during the said term, quietly and peaceably have, hold, occupy and enjoy all and every the demised Premises (except before excepted) without the let, suit, trouble, molestation, interruption or eviction of him the said T.L. his Heirs, Executors and Assigns, and of all and every other person and persons whatsoever, lawfully claiming by, from or under him the said T.L. his Estate or Title. In witness whereof, &c,

An Assignment of a Lease forfeited upon a Mortgage.

THIS Indenture made, &c. between I.S. of P. and G.E. &c. on the one part, T. L. of, &c. on the other part. Whereas the said I.S. by the Indenture of Lease, bearing date the 24th of *May*, in the twelfth year of the Reign of our said Sovereign Lord that now is, for the Consideration therein expressed, did demise and grant unto the said G. E. all those parcels of Land, arable Pasture and Wood-ground, lying and being in E. in the County of M. hereafter particularly mentioned; (That is to say,) one parcel of Arable, containing by estimation 4 Acres, &c. together with free liberty of ingress, egress and regress, ways and passages into, and from the same several Lands and Premises, and every of them; And also all other the Lands, Tenements and Hereditaments whatsoever of him the said I.S. in E. aforesaid, and to him the said I.S. and his Heirs, bargained and sold by M. F. Widow, by Indenture dated the, &c. and inrolled in his Majesties Court of Chancery, and the Reversion and Reversions, Remainder and Remainders of all and every the demised Premises, and every of them, and all Pastures, Feedings, Commons, Woods, Underwoods, Wayes, Water-courses, Easements, Commodities, Advantages and Appurtenances thereunto belonging or appertaining, and all Writings, Deeds and Evidences concerning the said Premises, or any of them: To have and to hold the said several pieces and parcels of Lands, Arable, Pasture and Wood-ground, and all other the Premises, with their and every of their Appurtenances, unto the said G.E. and his Assigns, from the day of the date of the said recited Indenture of Lease, unto the full end and term of two hundred years from thence next ensuing. and fully to be compleat and ended without Impeachment of any manner of Writ, by and under the yearly Rent of one Pepper Corn if it were demanded, with Conditions therein contained, that if the said I.S. his Heirs, Executors, Administrators and Assigns, should pay unto him the said E. G. his Executors or Assigns, the Sum of 100 pound of currant Mony of *England*, on, &c. according to the Condition of a Surrender of certain Copy-hold-Lands, dated the day of, &c. that then from thenceforth the said recited Lease to be void, as by the said recited Indenture of Lease it doth and may appear. And whereas the said I. S. did not, nor hath paid the said Monies according to the said Proviso and Condition, by reason whereof the said Lands and Pre-

*Reciting of the Lease.**That the Premises were forfeited.*

misses

misses are absolutely come unto and vested in him the said G. E. for all the rest and residue of the said term of 200 years by the foresaid Lease, demised and granted as aforesaid: Now this Indenture witnesseth, That the said G. E. at the request, and by the appointment of the said I. S. and for and in consideration of the Sum of 100 pound of currant Mony of *England*, to him in hand paid by the said T. L. and the said I. S. for and in Consideration of the Sum of 100 pound of currant Mony to him by the said T. L. in hand paid by the said T. L. the receipts of which several Sums of Mony they the said G. E. and I. S. do hereby severally acknowledge, and thereof do severally acquit and discharge the said T. L. his Heirs, Executors, Administrators and Assigns,

The Assignment.

and every of them for ever by these Presents; Have demised, granted, bargained, sold, assigned and confirmed, and by these Presents do joyntly and severally demise, grant, bargain, sell, assign and confirm unto the said T. L. his Executors and Assigns, all those the foresaid several parcels of Land, Pasture and Wood-ground lately stocked up, and Premises with their Appurtenances in the said rected Indenture of Lease mentioned and expressed, in all their, and either of their estate, right, title, interest, term for years, claim and demand whatsoever of them the said G. E. and I. S. therein and thereunto, together with the said rected

The Habendum.

Indenture of Lease: To have and to hold all and every the said several pieces and parcels of Lands, Pasture and Wood-ground, with their Appurtenances unto the said T. L. his Executors, Administrators and Assigns, for and during all the rest and residue of the said term, and now to come and unexpired, in as full and ample manner, to all intent and purposes, as they the said G. E. and I. S. or either of them, may or might hold and enjoy the

A Covenant to enjoy the remainder of the term.

same, by vertue of the said rected Indenture of Lease, or otherwise however; And the said G. E. for himself, his, &c. doth covenant and grant, &c. that he the said T. L. his Executors and Assigns, shall and may at all times during the said term or residue of the said term and number of years now to come and unexpired, quietly and peaceably, have, hold, occupy and enjoy all and every the said parcels of Land, Pasture and Wood-ground, with their Appurtenances, without the let, suit, trouble, expulsion or eviction of him the said G. E. his Executors and Assigns, and of all and every other person and persons whatsoever, lawfully claiming by, from or under him the said G. E. his estate or title, and absolutely freed and discharged from all charges and incumbrances

brances whatsoever, done or suffered by him the said G. E. or by his means, act or procurement. And the said I. S. for himself, his, &c. *ut supra*. That in case the said Lands, Wood-grounds and Premises hereby mentioned to be assigned, together with other parcels of Copy-hold-lands of the said I. S. lying in E. aforesaid, and by him the said I. S. sold to him the said T. L. and his Heirs, shall fall out and appear to be under the quantity of 24 Acres, at which quantity the same now is sold, and estimated unto him the said T. L. That then he the said I. S. his Executors and Assigns, shall pay and allow unto him the said T. L. so much Monies, and after the rate of 12 pound for every Acre, and after that rate for a greater or lesser quantity, then one Acre that shall want of the said quantity and number of 24 Acres. And also that he the said T. L. his, &c. shall and may quietly and peaceably have, hold, possess and enjoy all and every the said Lands and Premises, with the Appurtenances, without the let, suit, trouble, disturbance, molestation, interruption or eviction of him the said I. S. his Heirs, Executors and Assigns, and of all and every other person and persons whatsoever, lawfully claiming by, from or under him the said I. S. his Estate or Title, and absolutely freed and discharged from all Fines, Issues, Amercements, Forfeitures, and all and all manner of Charges and Incumbrances whatsoever made, done or suffered by him the said I. S. or by his act, means, neglect or procurement, the aforesaid recited Indenture of Lease made to the said G. E. only excepted, &c.

Covenant if the number of Acres be wanting, so much Money to be repaid.

To enjoy against the Mortgage.

A Lease upon three lives of a Messuage and Lands unto those that hold the same, it being so agreed upon sale thereof. well pen'd.

T His Indenture made, &c. between I. B. of, &c. on the one part and I. L. of, &c. and E. his Wife, and I. L. his Son, on the other part. Whereas the said I. L. and E. his Wife, by their Indenture of bargain and sale, dated the second day of October last past, for the Consideration therein expressed, and by other assurance in Law, have sold and conveyed unto the said I. B. his Heirs and Assigns for ever, all that Messuage or Tenement, with the Appurtenances, wherein the said I. L. then did and now doth inhabit, situate and being in I. L. aforesaid, and all those the Lands hereafter particularly mentioned and expressed

Recital of the Lessors sale with agreement that the Lessor should make a Lease.

pressed, as by the said recited Indenture of bargain and sale amongst other things therein contain'd, it doth and may appear. And whereas it was agreed between the said I. B. and the said I. L. at the time of executing the said Conveyance, as in part of the bargain for the said Messuages and Lands, that the said I. B. shall have a Lease of the said Messuage and Lands unto the said I. L. and E. his Wife, and the said I. his Son,

The Consideration. for their lives successively, at the yearly Rent of 4 pounds *per annum*. Now this Indenture witnesseth, that the said I. B. being about the age of 21 years, as well in performance of the said agreement on his part made aforesaid, and of the yearly Rent hereby reserved, and for other good causes and considerations him moving, Hath demised, set, and to farm-letten, and by these

The Demise.

Presents doth demise, set, and to farm-let, unto the said I. L. and E. his Wife, and the said I. all that the aforesaid Messuage or Tenement with the Appurtenances, wherein the said I. L. doth now inhabit and dwell, situate and being in L. M. aforesaid, and all those the Lands hereafter particularly mentioned, (*viz.*) one half Acre of Land, &c. *mentioning the particulars, &c.* Together with all Houses, Edifices, Buildings, Barns, Stables, Yards, Back-sides, Orchards, Gardens, Commons, Commodities, Wayes Easements, Emoluments, Hereditaments and Appurtenances whatsoever, to the said Messuage or Tenements and Premises, or any of them belonging, or in any wise appertaining, and now used therewith (except all Woods, Timber and Trees, growing or to be growing on the Premises, or any of them; And also except all those four Cottages or Tenements, heretofore built on part of the Orchard, belonging to the said Messuage or Tenement hereby demised, now being in the several Tenures or Occupations of R. E. T. F. W. R. and L. D. their Assignee or Assignees) To have and to hold the said Messuage or Tenement,

Habendum.

and all other the Premises, with their Appurtenances, (except before excepted) unto the said I. L. and E. his Wife, and I. L. for and during the term of their natural lives, and life of the longer liver of them, successively one after another as they are herein named: Yielding and paying therefore yearly, and every year during the said term hereby demised unto the said I. B. his Heirs and Assigns, the yearly Rent or Sum of 4

Reddendum.

pounds of currant Mony of England, at two Feasts or Terms in the year most usual, *viz.* the Feast of, &c. to be paid at, &c. the first payment thereof at the Feast of the Annuntiation of, &c. next ensuing; And if it happen

happen the said yearly Rent, or any part thereof to be behind and unpaid by the space of eight days, next after any or either of the said Feasts or days *The Distress.* of payment, whereon the same ought to be

paid as aforesaid; That then it shall and may be lawful to and for the said I. B. his Heirs and Assigns, and every of them to enter into and upon the said Messuage and Premises, and every or any of them, and to distrain for the same, and the distress and distresses there had and taken, to lead, drive, take and carry away, and the same with him and them to detain and keep until the said yearly Rent and the Arrearages thereof, if any happen to be unto the said I. B. his Heirs and Assigns, shall be contented and paid: *Covenant to repair.* And the said I. L. and E. his wife, and the said

I. L. for themselves jointly and severally, and for every and either of them, their, every and either of them several and respective Executors, Administrators and Assigns, and every of them, do and doth covenant and grant to, &c. That they the said I. L. and E. his wife, and I. L. their several Executors, Administrators and Assigns, and every of them at their own proper costs and charges, in and by all things, shall and will well and sufficiently repair, maintain, uphold, keep, cleanse, and scour, all and every the Houses, Buildings and Edifices, hereby demised, and now built upon the Premises, and belonging to the same, and which at any time hereafter, during the term hereby demised, shall be erected and built upon the demised Premises, or any part thereof, and the hedges, ditches, fences, pales and mounds, upon and about the demised Premises, and every of them well and sufficiently, shall make, keep, cleanse and scour, and the said Messuage, Tenement, Houses and Buildings which are, or at any time hereafter during the term hereby demised, shall be erected or built in or upon the same, or any part thereof, being so well and sufficiently repaired, maintained, upholden, kept, cleansed and scoured in the end, or other determination of the said term hereby demised, shall and will leave and yield up unto the said I. B. his Heirs and Assigns, And also that they the said I. L. and E. his wife, and the said I. L. and every of them, and their and every of their Assigns, shall and will permit and suffer him the *To view the default of reparations.*

said I. B. his Heirs and Assigns, together with three or four or fewer Workmen, or other persons at their or any of their wills and pleasures, being at convenient times, twice every year quietly to enter into or upon the said Messuage or Tenement, and all other the demised Premises, to

view and search whether the same be well and sufficiently repaired or not; And of all and every the default and defaults for want of Reparations then and there found, to give or leave notice in writing at the said Messuage or Tenement

To repair upon notice.

unto or for the said I. L. and E. his Wife, and the said I. L. to repair and amend the same from time to time during the term hereby demised, always within the space of six months next after every such notice in Writing so given or left as aforesaid;

Not to demise without License.

And also that neither they the said I. L. and E. his Wife, nor the said I. L. nor any, nor either of them, shall not at any time or times hereafter grant, bargain, sell, assign or set over, demise, let, or depart with the said Messuage and Premises, or any part or parcel thereof, or his, her, or their, or any of their right, title, interest, or estate in or to the Premises or any of them, without the special license and consent of the said I. B. his Heirs and Assigns, under his or their hand in Writing therefore first had and obtained. Provided always, and

Proviso upon non-payment or non-reparation to re-enter.

It is Conditioned by and between the parties to these presents, That if it shall happen the said yearly Rent, or any part thereof to be behind and unpaid by the space of twenty eight days next after any or either of the

Feasts or days of payment before mentioned or set down for payment thereof, contrary to the form aforesaid, the same being lawfully demanded, or if all and every the said default and defaults for want of Reparations, of or in the Premises, or any of them, at the time of such view or search as is aforesaid, shall be found, and whereof notice in Writing shall be given or left to repair and amend the same, in manner and form aforesaid, shall not from time to time be well and sufficiently repaired and amended always within the space of six months after every such notice given or left in Writing as aforesaid, That then and at all times after in every the Cases as aforesaid, it shall and may be lawful to and for the said I. B. his Heirs and Assigns, and every of them into and upon the said Messuage or Tenement, Lands and Premises, and every of them to re-enter, and the same to have again, retain, repossess and enjoy, as in his and their first and former estate; This Indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding: And the said I. B. for him, his Heirs and Assigns, and for every of them, doth

The Lessee to enjoy performing Covenants.

Covenant, &c. by these presents, that they the said I. L. and E. his Wife, and the said I. L.

by

by and under the yearly Rent, Covenants and Conditions in and by these presents reserved, and on their parts severally to be paid, done and performed according to the intent of these presents, shall or may peaceably and quietly have, hold, possess and enjoy the said Messuage or Tenement, Lands, and all other the Premises, with their Appurtenances, without the let, suit, trouble, disturbance, denial, molestation, interruption or eviction of him the said I. B. his Heirs and Assigns, and of all and every other person and persons whatsoever, lawfully claiming by, from or under him the said I. B. his Heirs or Assigns, or his, their, or any of their estate, right or title. In Witness whereof, &c.

An Indenture reciting a Bargain and Sale of the Moiety of a Manor, &c. in trust for the use of another, the same is hereby conveyed to the person trusting.

THis Indenture made, &c. Between Sir W. B. of, &c. on the one part, Brother and Heir to H. B. Esq; deceased, and W. E. of H. &c. on the other part; Whereas Sir I. W. of, &c. and I. F. of, &c. by their Indenture bearing date the second day of, &c. in the twelfth year of, &c. did alien, bargain, and sell unto the said H. B. and E. P. of, &c. all that Messuage or Tenement with the Appurtenances, situate and being in L. aforesaid, in the County of, &c. all those, &c. And also Common of pasture, and feeding for such and so many Horses, Beasts, Sheep, and other Cattel to be had and taken in and upon the Common Fields, Meadows, Pastures and Commonable places in L. aforesaid, at such time and seasons of the year, and in such manner and form, as the Tenants and Occupiers of the said Premises, have before this time used to have and take the same, and also all and singular Houses, Edifices, &c. and also the Reversion and Reversions of all and singular the said Premises, and the yearly Rent thereupon reserved; To have and to hold the one Moiety and half-part of all the said Messuage or Tenement, and of the said four yard-lands of Arable Land, Meadow and pasture, and of all and singular other the said Premises whatsoever, with the Appurtenances in and by the said recited Indenture bargained and sold, and of every part and parcel thereof to the said H. B. his Heirs and Assigns, to the only use and behoof of him the said H. B. his Heirs and Assigns for ever; Which said Grant, Bargain and Sale, for and concerning the said Moiety, of all and singular the Premises before mentioned to be by the said recited Indenture, granted, bargained and sold unto the said H. B. as aforesaid, was had and made to

and in the name of the said H.B. by the nomination and appointment of the said W.E. and in trust to the use of the said W.E. his Heirs and Assigns. Now this Indenture further witnesseth, that the said Sir W. B. according to the said trust and at the request and desire of the said W.E. and for divers other good causes and considerations him thereunto moving, hath alienated, bargained, sold, enfeoffed and confirmed, and by these presents doth alien, bargain, sell, enfeoff and confirm unto the said W. E. his Heirs and Assigns, All that the said Moyety and half part of all the said Messuages, and of the said four yard lands of arable Land, Meadow and Pasture with the Appurtenances, and every part and parcel thereof, and all other the Premises whatsoever, in and by the said recited Indenture, bargained and sold unto the said H. B. or to his use as aforesaid, and also the Reversion and Reversions of all and singular the Moyety and half part of all and singular the said Premises, and every part thereof, and the yearly Rents thereupon reserved due and payable; To have and to hold the said Moyety and half part of all the said Messuage or Tenements and of the said four yardlands of arable Land, Meadow, and Pasture, with their Appurtenances, and the Reversion and Reversions, before specified in and by the said recited Indenture, bargained and sold to or for the use of the said H.B. as aforesaid, unto the said W.E. his Heirs and Assigns to the only use and behoof of the said W.E. his Heirs and Assigns for ever; And the said Sir H. B. for himself, his Heirs, Executors and Administrators, and for every of them doth covenant and grant to and with the said W. E. his &c. That he the said Sir H. B. for and notwithstanding any act or thing whatsoever by him done or suffered to the contrary, now is, and at the time of the enscaling hereof, and of the first executing an estate by force of these presents, shall be lawfully seized in his Demesne, as of Fee-simple to him and his Heirs, of and in the Moyety, and one half of the said Messuage or Tenement and Premises whatsoever with the Appurtenances in and by the said recited Indenture, bargained and sold unto the said H. B. to his use as aforesaid, and that he the said Sir H. B. for and notwithstanding any act or thing by him done or suffered to the contrary as aforesaid, now hath, and then shall have good right, full power, and lawful authority to bargain, sell and convey the said Moyety of the said Messuage or Tenement and Premises, with the Appurtenances in the said recited Indenture, bargained and sold unto him the said H. B. as aforesaid, unto the said W. E. his Heirs and Assigns, according to the intent of these presents: And that he the said W. E. his Heirs and Assigns, shall or may for ever hereafter peaceably and

and quietly have, hold, occupy, possess and enjoy the said Moliery of the said Messuage or Tenement and Premises with the appurtenances, in the said recited Indenture mentioned to be conveyed to the said H. B. or to his use as aforesaid, without the let, suit, trouble, molestation, Interruption and eviction of him the said H. A. his Heirs and Assigns, or any other person or persons whatsoever, lawfully claiming by, from or under him, his estate or title; *L. Cum Coven. pro alter, Assur. & Letter del Attorney, &c.* In witness whereof, &c.

A Covenant to deliver Evidences by such a time.

ANd the said G. A. for him, &c. that he the said G. A. his Heirs, Executors or Administrators, or some of them shall and will before the first day of *March*, next ensuing the date hereof, deliver, or cause to be delivered unto the said A. Lady D. and Sir I. D. or to one of them, all such Deeds, Charters, Evidences, Court-Rolls Exemplifications of Records, Transcripts of Fines, Terriers, Escrips, Writings and Minuments, concerning only the premises, or any part or parcel thereof, as now be in the possession, custody or keeping of the said G. A. or of any other person or persons by his delivery, or to his use, or which he may obtain, get or come by without suit in Law, whole, uncanceled, safe and undefaced, or in as good plight as the same now are and be, and also true Copies of all such other Deeds, Charters, Evidences or Writings, as the said G. A. hath touching and concerning the said Lands and Premises, or any part thereof, jointly, or together with any other Lands, &c. of the said G. A. the said A. Lady D. and Sir I. D. and their Heirs, or some or one of them, paying or bearing the charge of making and writing the same Copies, &c.

A Declaration of a Fine and Recovery to variety of uses. well pen'd.

THIS Indenture made, &c. Between the Right Honourable T. Lord W. of the one part, and the Right Honourable W. Lord P. Sir M. F. of, &c. on the other part; Whereas the said M. B. and W. D. in the term *Recital of the Recovery* of E. in the eleventh year of the Reign of our Sovereign Lord King *James of England*, &c. by Writ of Entry, *Sur Disseisin in le post*, did recover against the said T. Lord W. all those the Mannors of M. *alias* M. A. L. A. R. and N. with the Appurtenances, and of 30 Messuages, 30 Tofts, 6 Water-Mills, 6 Dove-houses, 30 Gardens, 1000 acres of Land, 200 acres of Meadow, 300 acres of Pasture, 2000 acres

of wood, 300 of Furze and Heath, 10 pounds Rents, free warren and view of Frank-pledge, with the Appurtenances in *M. alias M. A. N. and S.* and also the Advowson of the said Church of *M. alias M. and A.* as in and by the said Recovery remaining of Record in his Majesties said Court of Common Pleas at *Westminster*, to which, Relation being had, more at large appeareth. And whereas in the

Of the Time.

term of the Holy Trinity last past before the date hereof (that is to say) *a die fest. Trinitatis in tres septimanas*, in the said term in the Court of our Sovereign Lord the King Majesty before his Justices at *Westminster*, a Fine, *Sur Cognizance de droit come ceo, &c.* with Proclamations according to the form of the Statute, in such case made and Provided, was levied between the said W. R. and W. D. Plaintiffs, and the said T. Lord W. Deforcant of the Mannor of T. *alias T.* and B. *alias B.* with the Appurtenances in the County W. and W. and of all that Grange, or Capital Messuage, called H. House, and of all the Messuages, Lands, Tenements, Rents, Reversions, Services and Hereditaments whatsoever, to the said Mannor and Grange, or any of them belonging or appertaining; or reputed to belong or appertain, or as part or parcel, or member of them to any of them, or accepted, reputed, taken, demised, used, occupied or enjoyed as part thereof in the said Counties of W. and W. and of all other the Messuages, Lands, Tenements, Rectories, Tithes and Hereditaments, with the Appurtenances, of the said T. Lord W. in the said Counties of W. and W. by the names of the Mannors of T. *alias T.* and B. *alias B.* with the Appurtenances, and 40 Messuages, 20 Tolls, 4 Water-Mills, 4 Dove houses, 40 Gardens, 1000 acres of Land, 600 acres of Meadow, 1000 acres of Pasture, 400 acres of Wood, 400 acres of Furze and Heath, 20 acres of Marsh, and 20 shillings Rents, with the Appurtenances in T. *alias T.* Alne-Church, B. *alias B. F.* and Bebleyl, and also of the Rectories of T. *alias T.* and B. *alias B.* with the Appurtenances, and all and all manner of Tithe of Corn and Hay, growing, coming or renewing in T. *alias T.* and B. *alias B.* and of the advowson of the Vicaridge of the Church of T. *alias T.* in the Countrey of W. and of the Mannors of T. *alias T.* and B. *alias B.* with the Appurtenances, and 4 Messuages, and one Dove-House, 4 Gardens, 300 acres of Land, 600 acres of Meadow, 300 acres of Pasture, 200 acres of Wood, and 30 acres of Marsh, with the Appurtenances in T. *alias T.* Aln-Church, and B. *alias B.* and also of the Rectory of T. *alias T.* and B. *alias B.* with the Appurtenances, and of all and all manner of Tythes of common Hay, growing, coming and renewing in T. *alias T.* and B. *alias B.* and

and of the Advowson of the Vicaridge of the Church of T.
alias T. in the County of W. as by the said Fine remaining of
 Record, in his Majesties said Court of Common Pleas at *West-*
minster, to which relation being had, more fully and at large
 appeareth: Now this Indenture witnesseth,
 That the true intent and meaning of the said *The intent of the*
 T. Lord W. and of the said Recoveries, *parties.*
 and parties to the said Recovery, and also
 of the said Cognizees of the said Fine, and parties to the
 same Fine, and of all and every of the parties to these pre-
 sents, before and at the several respective time and times
 of the suffering of the said Recovery and Acknowledgment,
 and levying of the said Fine, for, touching or concerning the
 said Mannors, Lordships, Lands, Tenements, Heredita-
 ments and Premises, whereof the said Recovery and Fine
 were severally and respectively suffered, levied and had as
 aforesaid, always was, and yet is, that as well the said Re-
 covery, as the said Fine, and all and every Fine and
 fines, Recovery and Recoveries, and other Acts and Assu-
 rances of the said Mannors, Messuages, Lands, Tenements,
 Rectories, Tythes, Advowsons, Hereditaments and
 Premises, or of any of them, with the Appurtenances at
 any time heretofore suffered, levied, executed or had
 wherein or whereunto the said T. Lord W. was or is any
 ways, a party, and all and every the executions of the same,
 and every of them, should and shall be and enure, and be
 construed, adjudged, deemed, and taken to be and enure;
 And were and hereby are Covenanted, granted, conclu-
 ded, agreed and declared to be and enure, to the uses,
 purposes and intents, and under the Provisions, Conditions
 and Limitations, hereafter in these presents expressed, li-
 mited, and declared, and that the said Recoverors, and
 either of them, and all the parties to the same Recovery,
 and the parties-takers thereby, and their Heirs, and all
 other person and persons, and his and their Heirs, who then
 were, and now are, or hereafter shall be seized of the said
 Mannors, Lands, Tenements, Hereditaments, and Premises,
 with their Appurtenances comprized in the said Recovery,
 should, and shall stand and be seized of the same Mannors,
 Lands, Tenements, Hereditaments and Premises comprized
 in the said Recovery, and every parcel thereof, with the
 Appurtenances, to the same uses, purposes and intents here-
 after expressed; And that the said Cognizees of the said
 Fine, and either of them, and all the parties to the same
 Fine, and the takers thereby, and the Heirs of them, and every

of them, and all and every other person and persons, and his and their Heirs, who at the time of the levying of the said Fine then were, or now are, or hereafter shall be seized of the foresaid Mannors, Lands, Tenements, Hereditaments, and Premises, with the Appurtenances comprized in the said Fine, and every of them, should, and shall stand and be seized of the same Mannors, Lands, Tenements, Hereditaments and Premises, comprized in the said Fine, and every parcel thereof, with the Appurtenances, to the uses, purposes and intents hereafter in these presents expressed and declared, (that is to say,) for touching and concerning all that the foresaid Capital Messuage or House called H. House, situate and being within the said Mannor of T. in the said Counties of W. and W. with the Orchards, Gardens, Barns, Stables, Hop-yards thereunto belonging: And also as for touching and concerning the said several Lands, Tenements and Hereditaments next hereafter mentioned, and in the said several Recoveries comprized (that is to say) two Meadows called H. Meadows, containing by estimation 60 acres more or less, one Pasture called C. containing by estimation 40 acres, one wood called B. containing 16 acres, &c. parcel of the said Mannors, Lands, Tenements, Hereditaments and Premises in the said Counties of W. in W. To the only use and behoof of the said T. Lord W. and his Assigns, for and during the term of his natural life without impeachment of waste, and with full power to commit waste, and from and after the decease of the said T. Lord W. then to the use and behoof of the Lady K. now Wife of the said T. Lord W. for and during the term of her natural life, for her Joynture, and in lieu, and full recompence of her Dower, out of all the Mannors, Lands, Tenements and Hereditaments, whereof the said T. Lord W. now is, or hereafter shall be seized; And for, and touching all the residue of all the said Mannors, Lands, Tenements, Hereditaments and Premises, with their Appurtenances in the said Counties of W. and W. And for touching and concerning all the said Mannors, Lands, Tenements, Hereditaments and Premises in the said County of G. to the only use and behoof of the said T. Lord W. and his Assigns, for and during the term of his natural life, without Impeachment of or for any manner of waste; and for touching and concerning the Immediate Remainder of the said Capital Messuage called H. House, and of all the said Lands, Tenements and Premises before particularly mentioned, or meant to be limited to the use of the said Lady K. for her Joynture as aforesaid, immediately from and after the decease of the said T. Lord W.

and of the said Lady K. and of the longer liver of them, and the immediate Remainder of all the residue of the said Mannors, Lands, Tenements, Hereditaments and Premises in the said Counties of W. and W. (whereof there is no use, before limited or declared to the said Lady K. for her Joynture :) And for, touching and concerning the immediate Remainder of all the said Mannors, Lands, Tenements, Hereditaments and Premises in the said County of G. immediately from and after the decease of the said T. Lord W. to such uses, purposes and intents, and under such Provisions, Conditions and Limitations, as hereafter in these presents are specified, expressed, limited and declared, and to none other use, intent or purpose whatsoever, that is to say, To the use and behoof of the said Right Honourable W. Lord P. N. E. &c. their Executors, Administrators and Assigns, for and during the term and space of, &c. years to commence and begin, as hereafter followeth, that is to say, for touching and concerning the said Messuages Lands, Hereditaments and Premises before limited to the use of the said Lady K. for her Joynture, (parcel of the said Mannors, Lands, Tenements and Hereditaments comprized in the said Fine) to begin immediately from and after the decease of the longer liver of them the said T. Lord W. and of the said Lady K. and for, touching and concerning all the rest and residue of the said Mannors, Lands, Tenements, Hereditaments and Premises, as well in the said Counties of W. and W. as in the said County of G. for and during the term and space of years, to commence immediately from and after the decease of the said T. Lord W. for and to the intent and purpose that the said W. Lord P. N. E. &c. their Executors, Administrators and Assigns, shall and may receive, *For payment of debts and other charges.* perceive, dispose and imploy the Rents, Revenues, Issues and Profits of all the said Mannors, Lands, Tenements, Hereditaments and Premises respectively for and during the said term or terms of years, for and towards the payment and satisfaction of all such debts and sums of money which the said T. Lord W. doth now owe, or hereafter shall borrow or owe, or for which any person or persons doth, or hereafter shall stand engaged for or with the said T. Lord W. and for his proper debt, and for the payment of such Annuities, Rent or Rents, and securing such Leases as the said T. Lord W. hath granted, or hereafter shall grant or mention, or limit to be issuing or going out of the said Mannors, Lands, Tenements, Hereditaments and Premises, or out of any of them, or out of any parcel of them, to any of them, to any person or persons

persons which is, or are, or have been, or hereafter shall be the servant or servants of the said T. Lord W. for or in regard, or in respect, of his or their Service or Services, done or to be done to the said T. Lord W. or to any person or persons, for any money heretofore received, borrowed or taken up by, or hereafter to be received, borrowed or taken up by the said T. Lord W. or to his or their Executors, Administrators and Assigns, and also for and towards the payments of such Legacy or Legacies, and sums of money which the said T. Lord W. shall by the last Will and Testament in Writing, to be signed, sealed and published between three or more sufficient Witnesses, give, limit, ordain or appoint. And from and after the end, expiration, surrender or other determination of the said term, or terms of years, as they shall severally end and determine, then to the use and behoof of such person and persons, and for such estate and estates, and for such part and parcel as the said T. Lord W. shall by his last Will in writing, in presence of two credible witnesses or more, appoint, limit or declare. Provided always, and the true intent and meaning of the said T. Lord W. and of all the parties to the said Recovery and Fine, and of the parties to these presents, and every of them, before and at the several and respective times of the suffering of the said Recovery, and the acknowledging and levying of the said Fine, was, and yet is, and is hereby so expressed, published and declared, that notwithstanding any

thing herein before contained, it shall and
Power to make may be lawful to and for the said T. Lord
Leases W. from time to time, and at all times for
 and during his natural life at his will and

pleasure, either by act or acts in writing, under his hand and seal to be sealed and signed, before two or more Witnesses of Credit, and executed in his life time, or by his last Will and Testament in Writing by him to be sealed, subscribed and published before two or more such Witnesses, to give, grant, or make any Lease or Leases for life, lives or years of all or any of the said Mannors, Lands, Tenements, Hereditaments and Premises, or any of them, other than during the life of the said Lady K. of the said chief Mansion-house called H. house, and so much of the Demeasns, Lands, Tenements and Premises

next adjoyning to the said Chief Mansion-house, as shall amount to the clear yearly value of one hundred and fifty pounds over and above all Charges and Reprizes: Upon which Lease or Leases, the accustomed or greatest yearly rent or value heretofore paid

paid for the said premises, or more shall be reserved, or to charge the same premises, or any parcel thereof, (except before excepted, and for the time aforesaid) with any Rent or Rents, Annuity or Annuities, Recognizance or Recognizances in the nature of the Statute Staple or Merchant, or by or with any other Recognizance or Recognizances, Judgment or Judgments of what nature soever for the assurance of payment of any sum or sums of money which he the said T. Lord W. hath taken up, or borrowed, or shall hereafter receive, take, borrow or contract for, or with any person or persons, for or to his use or otherwise, or for the securing of any person or persons who now is, or are, or stand, or that at any time hereafter shall stand or become bound for him the said T. Lord W. or otherwise at his free-will and pleasure, and that the said Recovery, Fine and fines, and other Acts and Assurances, shall be and enure, and the said Recoverors and parties to the foresaid Recovery, and the Cognizers and parties to the said Fine, and the parties takers thereby and their Heirs, and all and every other person or persons, who now are or stand, or hereafter shall be, or stand seized of the said Mannors, Lands, Tenements, Hereditaments and Premises, by force or under the said Recovery and Fine, or either of them, and his and her Heirs, shall stand and be seized of all, or so much of the said Mannors, Lands, Tenements, Hereditaments and Premises, and every parcel thereof with the Appurtenances, which is or shall be so given, granted, leased, charged or disposed of, from and after such gift, grant, lease, charge, disposition, or other Act or Acts to such uses, intents and purposes, and to the use of such person and persons to whom such gift, grant, lease, charge, disposition, or other Act or Acts hath been, or shall be made as aforesaid, and to the use, intent or purpose, that the party and parties to whom any Rent or Rents, Annuity or Annuities, Recognizance or Recognizances, Statutes, Judgments, or other charges already granted or hereafter to be granted, made or charged, of, upon, or out of the said Mannors, Lands, Tenements, Hereditaments and Premises, or any parcel thereof by the said T. Lord W. shall and may duly have, levy, perceive, take and enjoy the fruit, benefit and effect of the same Lease and Leases, Rent and Rents, and other Charge and Charges, according to the purport, intent and true meaning of the said Grant and Grants, Lease and Leases, Recognizance and Recognizances, Judgment and Judgments, Charge and Charges, and every or any of them, any thing in these presents before contained to the contrary thereof notwithstanding ;

standing: Provided, and it is further hereby Covenanted, granted, condescended, agreed, published, and declared by and between all and every of the foresaid parties; That the true intent and meaning as well of the foresaid Recovery, as of the said Fine, and of all and every of the respective parties to the same, and to these presents always was, and is, that it should and might, and shall and may be lawful to and for the said T. Lord W. from time to time, at any time or times during his life, by his writing or writings, by him to be signed or sealed in the presence of three Witnesses of Credit or more, or to be inrolled in any of the Courts of Record, of our Sovereign Lord the Kings Majesty, his Heirs or Successors, to signify or declare that his will and pleasure is, that all or any of the use or uses, estate or estates in possession, Reversion or Remainder, limited, appointed, raised, created or implied in or by these presents, shall cease, determine, be void or revoked of, for, touching or concerning all or any of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, or any of them, or concerning any part or parcel of them or any of them; And that then and from henceforth all and every of the said use and uses, estate or estates in the possession, Reversion or Remainder, so signified and declared to cease, determine, be void or revoked, shall then and from thenceforth cease, determine and be utterly void and revoked, according to the true intent and meaning of the said T. Lord W. so as aforesaid to be signified and declared, other than such lease or leases, estate or estates, or charges, which he the said Lord W. hath or shall make, lay, or charge of or upon any of the Premises, for satisfying debts, or for valuable Consideration in money, or otherwise by force of the foresaid Proviso in these presents before expressed: And also that then and from thenceforth, at all time and times after such signification or significations, declaration or declarations so to be made, it shall and

To create new uses.

may be lawful to and for the said T. Lord W. at any time or times during his life, so oft as he shall think good by any other his Writing by him to be sealed, acknowledged and inrolled, or sealed and subscribed as is aforesaid, to limit, create, appoint, and declare of, for and concerning the said Mannors, Lands, Tenements, Hereditaments, and Premises, or any of them, any new, or any other use or uses to the same, or any other person or persons whatsoever: And that then, and after such new limitation, the said Recovery and Fine respectively shall be and enure, and the said Recoveron and

and parties-takers by the said Recovery, and the said Cognizees of the said Fine, and the parties-takers thereby and their Heirs, and all and every person and persons, who then shall be and stand seized of and in the Premises, or any part thereof, whereof such new use shall be declared, created, raised, limited or appointed, and his and their Heirs shall respectively stand and be seized of the same premises, or such part thereof, whereof such new use or uses shall be declared, limited or appointed to such use and uses of such person and persons, to whom such other or new estate or estates use or uses shall be so newly declared, created, raised, limited or appointed, and of, and for such estate and estates, and in such manner and form, and by or under such Limitations, Conditions and Provisoos, as shall be so newly appointed, expressed or declared, and for want of such declaration, or new limitation so to be made after any such Revocation; Then the said Recovery and Fine touching such of the Premises, whereof no such Declaration, Limitation or appointment of the use shall be made, shall be and enure to the only use and behoof of the said T. Lord W. his Heirs and Assigns, for ever any matter or thing whatsoever herein before contained to the contrary thereof notwithstanding. But it is, and always was the intent of all the parties

to these presents, that no Revocation or new Limitation should or shall any way frustrate or make void any Lease, Estate, Rent or Charge, made, granted or charged, or to be made, granted or charged of or upon the Premises, or any parcel thereof, for valuable Considerations of money, borrowed or received of the said Lord W. by vertue or force of any former Proviso in these presents expressed, but that the same and every of them, shall stand good, according to the purport and meaning of them, and every of them, notwithstanding any such Revocation, or new Limitation futurely to be made. In witness, &c.

No new Declaration to binder an Estate granted before Revocation.

A Covenant to settle Lands for natural affection.

THis Indenture made &c. Between R. D. of, &c. on the one part and T. D. and E. S. of, &c. on the other part: Witnesseth, that the said R. D. as well for the natural love and affection which he beareth towards W. D. Gentleman, Son and Heir apparent of the said R. D. and to the intent that the Marshes, Lands, Tenements and Hereditaments hereafter mentioned, might be and remain to the uses, intents and purposes hereafter in these presents expressed and declared; and for divers other, &c.

for himself, his Heirs and Assigns, doth Covenant and grant to and with the said T. D. and E. S. their Heirs or Assigns by these presents. That he the said R. D. and his Heirs, and all and every other person and persons that now is or are, or that at any time hereafter shall be seized, or estated of, or in all, and every part of the Mannor of A. with the Rights, Members and Appurtenances thereof in the said County of O. and of or in all or any Lands, Tenements, Meadows, Pastures, Feedings, Commons, Ways, Waste-grounds, Hereditaments and Appurtenances whatsoever belonging to the said Mannor, or reputed in part, parcel or member thereof in A. aforesaid, and whercof or wherein the said R. D. now hath an Estate of Inheritance in Fee-simple, shall thereof, and of every part and parcel thereof, immediately from and after the enfealing hereof, stand and be seized thereof, and of every part and parcel thereof, to the several uses, intents and purposes hereafter in these presents expressed, limited and declared, (that is to say :) To the use and behoof of the said R. D. for the Term of his natural life, without impeachment of any manner of waste, and after his death, to the use of the said I. D. for the term of his natural life, without impeachment of any manner of waste, and after his decease, to the use of the first Son of the body of the said I. D. lawfully to be begotten, and of the Heirs males of the body of the said first Son lawfully to be begotten; And for default of such Issue, to the use and behoof of the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Sons of the body of the said I. D. lawfully to be begotten, respectively as they shall be in Seniority and age, and of the Heirs males of such Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Sons lawfully to be begotten of his Body, the eldest Son and his Heirs, being always preferred before the younger Son and his Heirs of his Body; And for default of such Issue, to the use of every other the Sons of the said I. D. as they shall be in Seniority and age, and of the Heirs males of the Bodies of every such Sons lawfully to be begotten; And for default of such Issue, then to the use of M. D. Gentleman, second Son of the said R. D. for the term of his natural life, without Impeachment of any manner of waste, and after his death, to the use of the first Son, *prout supra*, in the first Son, then to the third Son in manner *prout ad primum*. And for the default of such Issue, then to the use of the right Heirs of the said R. D. for ever: And to none other use, intent or purpose whatsoever, with the same clause of Revocation, as is mentioned in the last president. In witness, &c.

A Condition of a Counter-Bond.

THe Condition, &c. That whereas the abovenamed N. B. at the special instance and request of the above-bound C. D. for the proper debt of the said C. D. and as his surety, by obligation bearing date with these presents, standeth jointly and severally bound, together with the said C. D. unto E. F. of, &c. in the sum of, &c. with Condition thereupon endorsed for the payment of 100 pound of, &c. to the said E. F. or to his certain Attorney, his Executors or Assigns, at, &c. upon, &c. as in and by the said Obligation and Condition more at large appeareth. If therefore the said C. D. his Heirs, Executors, Administrators or Assigns, or any of them do pay, or cause to be paid unto the said E. F. or his Assigns, the said sum of, &c. at the day and place aforesaid, and also from henceforth, save and keep harmless the above named A. B. his Heirs, &c. of, and from the foresaid Obligation, and of and from all and all manner of Costs, Charges, Suits and Damages whatsoever, of, for and concerning the said Obligation; That then, &c.

An Assignmⁿ. of several Estates of divers Messuages and Lands, with several recitals and good Covenants. well penn'd.

THIs Indenture made, &c. Between I. S. of, &c. and I. G. of, &c. on the one part, and R. G. of, &c. on the other part; Whereas I. S. of, &c. G. P. of, &c. Executors of the last Will and Testament of M. S. Gent. deceased, and the said I. G. by Indenture bearing date the 26 day of S. in the, &c. of his said Majesties Reign that now is over England, &c. made between the said I. S. and G. P. and I. G. on the one part, and E. S. on the other part, by the name of E. S. of, &c. Did grant, assign, and set over to the said E. S. and her Assigns, as well an Indenture of Demise therein recited, dated the day of, &c. made from R. E. late of, &c. unto I. G. late of B. in, &c. and I. his Wife, Father and Mother of the said I. G. p^{er}ty to these presents of all that Messuage or Tenement, and half yard-land, with the Appurtenances then or late in the Tenure or Occupation of one E. A. or his Assigns in S. sometimes W. W. situate and being of H. W. and P. and every or either of them in the said County of S. and of all Houses, Buildings, Barns, Stables, Orchards, Gardens, Back-sides, and Grounds, with the Appurtenances whatsoever, to or with the said Messuage or Tenement and Premises belonging, with all and every other the Lands, Tenements, Feedings, hereditaments and Profits whatsoever, to
the

the said Messuage or Tenement belonging, or reputed as parcel or member of the same, or any of them (except therein excepted) for the Term of 3000 years, from the Feast of the &c. then last past, at the yearly Rent of 7 shillings of, &c. as also all the estate, title, interest, term of the years thereby granted, then to come and unexpired, possess, claim and demand whatsoever of the said I. S. G. P. and I. G. of and to the same, and every part thereof, on Condition therein contained to this effect: That if the said I. G. his Executors, Administrators or Assigns, did well and truly pay to the said E. S. her Executors or Assigns, the sum of, &c. of lawful English mony upon the last day of M. then next ensuing, That then from thenceforth the said Grant and Assignment, and every thing therein contained, to be utterly void and of none effect, as by the said Indenture more fully appeareth. Which said sum of, &c. was not satisfied or paid to the said E. S. neither on the day in the Condition of the said Assignment mentioned, nor since, by reason whereof the Premises became absolutely forfeited to the said E. S. And whereas also the said I. G. by his Indenture of Assignment, dated the, &c. of his Majesties Reign that now is, did bargain, assign and set over to the said E. S. and her Assigns, as well one other Indenture of Lease dated the 21 day of M. in the one and fortieth year of the said late Queen *Elizabeth* her Reign, also made from the said R. E. to the said I. G. (Father of the said I. G. party to these presents) and his Assigns, of all his, &c. setting the particulars down here at large as they were mentioned before, within the Parishes of H. P. or W. within the said Counties of S. or some, or one of them, with all Woods, Under-Woods, Profits, Commodities and Advantages, to the said Messuage or Tenement and half yard-land belonging for the term of 3000 years, from the Feast of, &c. then next ensuing, at the yearly Rent of, &c. as also all the estate, right, title, interest, possession, Reversion, Term of years, claim and demand whatsoever of the said I. G. to the said, &c. and other the Premises, with the Appurtenances, by the same Indenture of Lease, Demised, by vertue of the same Indenture or otherwise, as by the same Indenture, &c. appeareth: And whereas the said E. S. by her Indenture dated, &c. did Covenant with the said I. G. and his Assigns, That if the said I. G. or his Assigns, did well and truly pay to the said E. S. or her Assigns, the sum of 325 pound, at the dwelling house of A. C. Scrivener, situate in *London*, at one entire payment on the fifteenth day of *October*, which then shall be in the year of our Lord God 1630. That then she the said E. S. and her Assigns, should upon request of the said I. G. re-assign and convey unto him, the said two several

veral recited Indentures of Leases, and all her estate and interest, claim and demand in and to the said several Messuages, Lands and Premisses, demised by the said several Indenture of Leases, as by the said last recited Indenture more at large appeareth: And whereas the said I. G. by his Release dated, &c. did in consideration of a competent Sum of Money, release all his Right, Title and Interest of and in the said Messuage, Lands and Premisses to the said E. S. and her Assigns, as by the said Release appeareth: And whereas the said E. S. by her Indenture of Assignment dated, &c. did for the Consideration therein mentioned, assign and set over all her Estate, Right, Title and Interest of, in and to both the said recited Indentures of Lease, as also in and to the said Messuages, Lands and Premisses to the said I. S. her Father (party to these Presents;) To hold to him and his Assigns, during all the residue of the said Term of years, in the said several recited Indentures of Lease then to come and unexpired, as by the said last recited Indenture of Assignment more fully appeareth: Now this Indenture witnesseth, that the said I. S. and I. G. for and in consideration of the Sum of, &c. in hand paid, or secured by the said R. G. unto the said I. S. as also for and in consideration of the Sum of, &c. at the enscaling and delivery of these Presents in hand paid, or secured by the said R. G. unto the said I. G. the said several receipts, of which said several Sums of Money they the said I. S. and I. G. do hereby severally and respectively acknowledge, and thereof, and of every part thereof, do severally and respectively acquit and discharge the said R. G. his, &c. and for other good, &c. Have demised, granted, set and to farm-let, released, and confirmed, and by these Presents, do, &c. unto the said R. G. his, &c. all and every the said Messuages, Lands, Tenements, Hereditaments and Premisses, with their and every of their Rights, Members and Appurtenances in the said former recited Indenture of Lease, or Assignments mentioned; To have and to hold all and every the said Messuages or Tenements, Lands and all other the Premisses, with their and every of their Appurtenances unto the said R. G. his Executors and Assigns, and every of them by these Presents for and during, and unto the full end and term of 99 years from hence next ensuing, fully to be compleat and ended; yielding and paying therefore yearly during the said term, to the said I. S. his, &c. a Pepper-Corn at the Feast of St. Michael the Arch-Angel if it be lawfully demanded. And the said I. S. for himself, his, &c. doth covenant and grant to and with the said R. G. his, &c. That he the said I. S. now hath good right,

full power, and lawful and absolute authority to demise, grant, and let the said Messuage or Tenement, Lands and Premises, with their Appurtenances unto the said R. G. his, &c. for and during the said term and number of years aforesaid, according to the true intent and meaning of these Presents; And also that the said Messuage, &c. and every of them shall and may during the Term hereby demised, remain and be unto the said R. G. his, &c. sufficiently saved and kept harmless, of and from all and all manner of former and other Gifts, Grants, Leases, Forfeitures, Surrenders, Extents, Rents and Arrerages of Rents, and of and from all and all manner of Charges, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered by him the said I. S. or by the said E. S. his said Daughter, or either of them, their, or either of their Executors or Assigns; And also that he the said R. G. his, &c. shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said, &c. for and during the Term hereby demised, without the Let, Suit, Molestation, Interruption or Eviction of him the said I. S. or the said E. S. and without the lawful let of all and every other person and persons whatsoever lawfully claiming in, by, from or under him, her, or either of them, their or either of their Estate, Right or Title. And the said I. G. for himself, his, &c. doth covenant and grant to and with the said R. G. his, &c. That he the said I. G. at no time before the date hereof, hath done, or suffered to be done, any Act or Thing whatsoever, which shall or may be hurtful, prejudicial, or a hindrance to the said R. G. his, &c. or any of them, in his and their having, and quiet enjoying of the said, &c. But that he the said R. G. his, &c. may have and enjoy the said Lands and Premises, and every of them, for and during the Term hereby demised, without the let or hindrance of him the said I. G. his, &c. or of any other person or persons whatsoever, claiming by, from or under him, them, or any of them. And the said I. S. and I. G. and either of them do for themselves jointly and severally, and not one for the other, and for their several and respective Executors, &c. and for every of them, covenant and grant to and with the said R. G. his, &c. That they the said I. S. and I. G. and either of them, their Heirs and Assigns, and every of them, shall and will from time to time, and at all times for and during the space of five years next, &c. at the request and cost of him the said R. G. his, &c. further do, make, suffer, acknowledge and execute all and every such further and other lawful and reasonable Act or Thing whatsoever, for the further, better and more perfect assuring, surety, and sure making of the said, &c. unto the said R. G. his, &c. or to such

such other person and persons as he the said R. G. shall nominate and appoint, and every or any of them, for and during the said term hereby demised, as also all other the Interest and term for years, which he the said I. S. now hath in the said, &c. yet to come and unexpired, as by him the said R. G. his, &c. or his, their, or any of their Council learned in the Laws, shall be reasonably devised or advised and required. And the said I. S. for himself, &c. doth covenant and grant to and with the said R. G. &c. That he the said I. S. his, &c. or some of them, shall and will within six months now next ensuing the date hereof, deliver or cause to be delivered unto the said R. G. or his Assigns, or some of them all the Original Leases, of the Premises herein before recited or mentioned, as also all and singular the several mean Assignments made of the Premises, from time to time, and also all such Deeds, Evidences, Court-Rolls, Writings, Escrips and Minuments whatsoever, concerning the Premises or any part or parcel thereof, which now be in the possession, custody or keeping of the said I. S. or of E. S. or of any other person or persons whatsoever, by their or either of their delivery, privity or appointment, or which he the said I. S. may obtain or come by, whole, uncanceled, safe, undamaged, and in as good plight as the same or any of them now are, and also true Copies of all such other Deeds, Evidences and Writings as the said I. S. or E. S. or either of them, have or can come by touching the said, &c. or any part thereof, joyntly or together with any other Lands, the said I. S. his, &c. or some of them, paying and bearing the charge of making, and writing, and coming by the Deeds, Evidences or Copies, or any of them. And the said R. G. for him, his, &c. doth covenant, promise and grant to and with the said I. S. and I. G. and either of them, their and, &c. That he the said R. G. his, &c. shall and will during the Term hereby demised, bear, pay and discharge all and all manner of Quit-rents, or other Rents and Services whatsoever, which shall be due, or any ways payable, for or in respect of the said, &c. or any of them, from the day of the date, hereof and thereof, and of every part thereof, shall and will sufficiently during the Term hereby demised, acquit and discharge the said I. S. and I. G. their Executors and Assigns, and every of them by these Presents. In witness, &c.

An Indenture of Settlement, well pen'd

THis Indenture made, &c. between the Right Honourable C. Lord S. Baron of H. of the first part, W.N. of the Inner-Temple LONDON, Esquire, and A.T. of the said Inner-Temple LONDON Esquire of the second part;

The Parties.

And the Right Honourable E. Lord G. Baron of D. in the County of A. within the Realm of Ireland, and Dame I. his Wife, D.L. Daughter of her the said Dame I. G. and I. S. of M. in the C. of Y. Esq. of the third part: Whereas a Marriage shortly hereafter by the Grace of God, is intended to be had and solemnized between the said C. L. S. and the said D. L. witnesseth now this present Indenture, that

The Consideration. the said C. Lord S. as well for and in consideration of the said Marriage, and of the full

Sum of 8000 pound (that is to say) the Sum of 7000 pound of good and lawful Mony of England, in hand paid, and the Sum of 1000 pound more in Jewels, in hand delivered unto him the said L. S. by the said E. Lord G. and Dame I. his Wife, at and before the enscaling and delivery of these Presents, whereof the Sum of 2000 Marks in Monies, and the said 1000 pound in Jewels, were and was a portion given and left unto her the said D. by the last Will and Testament of Sir I. L. her Father deceased, and the residue of the said 8000 pound was, and hath been increased for her, by the providence, care and great love of the said Dame I. G. her Mother, since her said Fathers decease, of and with the said Sums of 7000 pound in Mony, and 1000 pound in Jewels, he the said C. Lord S. doth hereby acknowledge the receipt, and himself to be fully satisfied; And thereof, and of every part and parcel thereof, doth for himself, his Heirs, Executors and Administrators, and for every of them, fully, absolutely and clearly acquit, exonerate and discharge the said E. Lord G. and Dame I. his Wife, their Heirs, Executors and Administrators, and every of them for ever by these Presents: And for and in consideration of a competent Joynture to be had and made unto the said D. in case the said Marriage shall take effect, and that she the said D. shall survive and over-live him the said Lord S. and for the better preservation and continuance of all and every the Mannors, Lordships, Messuages, Lands, Tenements and Hereditaments, hereafter mentioned, in the Name and Blood of the said Lord S. so long as shall please Almighty God; Also for divers and sundry other good and valuable considerations him the said Lord S. hereunto especially moving; Hath Covenanted, Promised, Granted and Agreed, and

and by these Presents doth for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, covenant, promise, grant and agree to and with the said E. Lord G. and I. S. their Heirs and Assigns, and to and with every of them, that he the said C. Lord S. shall *A Covenant to levy a Fine.* and will before the end of *Michaelmas Term*, next ensuing the date of these Presents, before the Justices of our Sovereign L. the King, of his Majesties Court of Common-Pleas at *westminster*, or before some other competent and fit person and persons thereunto lawfully and sufficiently authorized, acknowledge and levy one or more Fine or Fines, (*sur consuance de droit come ceo, &c.*) in due form of Law, with proclamations thereupon to be made, according to the common course of Fines in that case used, and the Statute in that behalf made and provided unto them the said W.N. and A.T. and their Heirs, or the Heirs of one of them, of all those his Mannors, Lordships, Lands, Tene- *The Mannors.* ments and Hereditaments, called or known by the several names of S. &c. situate, lying and being in the County of E. with their and every of their Rights, Revenues, Members and Appurtenances whatsoever, and of all that the Rectory and Church of H. with the Appurtenances thereof whatsoever, and of all and singular *General words.* lar Messuages, Houses, Edifices, Barns, Stables, Dove-houses, Back sides, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Commons, Wales, Pastures, Waste-grounds, Heaths, Furze, Moors, Marshes, Woods, Under-woods, Rents, Reversions, Services, Tithes, as well great as small, and of all other Hereditaments whatsoever, situate, lying and being, growing, arising, renewing and increasing within any the Towns, Parishes, Hamlets, Tithings or Fields of S. &c. in the said County of E. and in every or any of them, or elsewhere to the said Mannors, Rectory, or other the Premises, or any of them belonging, or in any wise appertaining, or therewith used and enjoyed, by such name and names, and under such number of Mannors, Messuages, Cottages, and Acres, and in such sort, manner and form, as by the said E. Lord G. and I. S. their Heirs or Assigns, or by their or any of their Council learned in the Law, shall be reasonably advised, devised or required. The true intent and meaning of which said Fine and Fines, so to be acknowledged and levied of the said Premises, between the said Parties as aforesaid shall be, and so shall be construed, meant, intended and adjudged to be, to and for the only use and behoof of the said W.N. and A.T. their Heirs and Assigns for ever; To the only intent and purpose that they

the said W. N. and A. T. shall and may stand and be full and perfect Tenents of the Free-hold of the said Mannors, Lordships, and all and singular the Premisses, and of every part and parcel thereof, with the Appurtenances, until one or more perfect common Recovery or common Recoveries, may be had and executed of all and singular the same Premisses, against them the said

To suffer a Recovery.

W.N. and A.T. and their Heirs, according to the true intent and meaning of the said parties to these Presents; and that they the said W.N. and A.T. from and after the acknowledging and levying of the said Fine or Fines by the said C. Lord S. to them the said W. N. and A. T. in manner and form as aforesaid, shall and will before the end of the said Michaelmas Term next ensuing the date of these Presents, permit and suffer the said E. Lord G. and I. S. to sue and prosecute several Writs of Entry (*Sur disseisin en le post*) against them the said W.N. and A.T. of the said Mannors, Lordships, Lands, Tenements, Hereditaments and Premisses, and of every part and parcel thereof, with the Appurtenances by such name and names, and under such number of Mannors, Messuages, Cottages and Acres, and in such sort, manner and form as by the said E. Lord G. and I. S. and their Heirs, or by their or any of their Council learned in the Law shall be advised, devised or required, into and upon every of which said several Writs of Entry (*Sur disseisin en le post*) to to be brought, the said W.N. and A. T. shall personally appear; And then immediately after their appearance and defence made, shall and will in the said Actions, vouch to warranty the said C. Lord S. and he the said Lord S. upon such vouchee of him to be made, shall and will in the said Actions so to be brought forthwith *gratis* and without Process appear thereunto, and enter into Warranty, and Vouch over to warranty, the common Vouchee, to the end that the common Vouchee may also appear and enter into Warranty, and afterwards make default, or depart in despite of the Court, so that several perfect common Recoveries, with double Vouchers may be had, prosecuted and executed in and upon the said several Writs of Entry (*Sur disseisin en le post*) in all things according to the usual and common order and form of common Recoveries, for the assurance of Lands and Tenements in such cases used, of all and singular the said several Mannors, Lordships and Premisses before mentioned, and of every part and parcel thereof, with the Appurtenances; And that full execution and seisin, shall be had and taken thereof accordingly; And it is hereby covenanted, granted, concluded, and fully and absolutely agreed on, by and between all and every the aforesaid parties to these Presents, for themselves their Heirs and Assigns, and it is the true intent

rent and meaning of these Presents, and of all and every the a-
 foresaid parties to the same, that the said several Recoveries, and
 the execution thereupon to be had, shall be, and so shall be ad-
 judged, deemed, esteemed and taken to be, and the Recoverers,
 their Heirs and Assigns, and every of them, shall and will imme-
 diately from and after the execution of the said Recoveries, stand
 and be seized, and be adjudged, deemed, esteemed and taken to
 be seized of all and singular the said Mannors, Lordships, Lands,
 Hereditaments and Premises before mentioned, and every part
 and parcel thereof, with their and every of their Appurtenances
 to and for all and every the several and respective uses, behoofs,
 intents and purposes hereafter in the Presents mentioned, ex-
 pressed, limited and declared; And to or for none other use, be-
 hoof, intent or purpose whatsoever, (that is to say) to the use
 and behoof of the said C. Lord S. and his Assigns, for and during
 the Term of his natural life, without Impeachment of or for any
 manner of waste, and from and after his decease, then to the use
 and behoof of the said D.L. and her Assigns, for and during the
 Term of her natural life, for and in the name of a Joynture, of
 and for her the said D. and from and after her decease, then to
 the use and behoof of the Heirs of the Body of the said C. Lord S.
 on the Body of the said D. lawfully to be begotten, and for de-
 fault of such Issue, then to the use and behoof of the right Heirs
 of the said C. Lord S. for ever. And the said Right Honourable
 C. Lord S. for himself, his Heirs, Executors, Administrators and As-
 signs, and for every of them doth further covenant, promise and
 grant to and with the Right Honourable E. Lord G. and I.S. their
 Heirs and Assigns, and to and with every of them by these Pre-
 sents, in manner and form following (that is to say) that he the
 said C. Lord S. at the time of the enfeoffing and delivery of these
 Presents, is lawfully and rightfully seized of and in all and singu-
 lar the said Mannors, Lands, Tenements, Rectory and Premises,
 and every part and parcel thereof, with the Appurtenances of
 a good, sure, perfect, lawful and indefeasible Estate in Fee-sim-
 ple, or in Fee-tail to himself, and the Heirs of his Body, without
 any Reversion or Remainder of the Kings Majesty, and without
 any manner of Condition or Conditions, Mortgage, Limitation
 of Use or Uses, or other Thing or Things whatsoever, whereby to
 alter, change, charge, defeat, determine, or make void the same;
 And that he the said C. Lord S. hath full power, good right, and
 lawful and absolute authority in his own proper right by these
 Presents, to raise, limit and appoint all and every the foresaid se-
 veral Uses and Estates before mentioned, and that all and singu-
 lar the Premises, and every part and parcel thereof, with their
 and every of their Rights, Members and Appurtenances now are

and be, and so from time to time, and at all times for ever hereafter, shall and may continue, stand, remain, and be to all and every the several uses, intents and purposes before in and by these Presents limited, expressed, appointed and declared, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved, defended and kept harmless of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Estates, Joyntures, Dowers, and Titles of Dower, and of and from all Rents, and Arrerages of Rents, Annuities, and Arrerages of Annuities, Statutes-Merchant, and of the Staple, Recognizances, Judgments, Executions, Extents, Fines, Forfeitures, Issues, Amerciaments, Intentions, Primer Seisins, Liveries, Wills, Entails, Limitations of Use or Uses, and of and from all other Titles, Troubles, Arrerages, Charges, Claims, Demands and Incumbrances whatsoever: And the said C. Lord S. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them doth likewise further covenant, promise and grant to and with the said E. Lord G. &c. their Heirs and Assigns, and to and with every of them by these Presents, that he the said Lord S. and his Heirs, shall and will from time to time and at all times hereafter, within the space of seven years next ensuing the date of these Presents, at and upon every reasonable request, and at the only proper costs and charges in the Law of the said Lord S. and his Heirs, further do, make, acknowledge, execute and suffer, or cause, or procure to be done, made, acknowledged, executed and suffered all and every such further and reasonable act and acts, thing and things, device and devices, assurance and assurances in the Law whatsoever, for the further, better, and more perfect assuring, surety and sure-making, selling and conveying of the said Mannors, &c. Premises, and of every part and parcel thereof, with the Appurtenances to continue, stand, remain, and be to all and every such several uses, behoofs, intents, limitations and purposes, as are thereof, in and by these Presents limited, expressed, appointed and declared, to wit by Fine or Fines, Recovery or Recoveries, with single, double, or more Voucher or Vouchers, Feoffment or Feoffments, Deed or Deeds, enrolled or not enrolled, the enrolment of these Presents, or by any other ways or means whatsoever, as by the said E. Lord G. and I S. their Heirs and Assigns, or by any of them, or by their, or either or any of their Council learned in the Law shall be reasonably advised, devised or required; And finally, the said C. Lord S. for and in consideration of the said Marriage shortly hereafter, by the Grace of God, to be had and solemnized between him the said C. Lord S. and the said D. and for the great love and affection which he the said Q.S. hath and

and doth bear unto the said D.L. doth for himself, his Heirs and Assigns, and for every of them, covenant, promise, grant and agree to and with the said F. Lord G. and I S. their Heirs and Assigns, and to and with every of them by these Presents, that he the said C. Lord S. and his Heirs, and all and every other person or persons that now be, or which hereafter shall stand, or be seized of any Estate of Inheritance of the said Mannors, Lands, Tenements and Premises, or any part thereof, shall and will stand and be seized of so much, and such part and parcel of the said Lordships, Mannors and Premises, as either in respect of not making and meaning the right Tenant of the Free-hold, in the several Writs of Entry aforesaid, or in respect of any other legal defect shall not by the several Recoveries aforesaid, well and sufficiently assure, and settle to the several uses before in and by these Presents expressed, to the several and respective uses, intents and purposes hereafter in and by these Presents expressed, appointed and declared, and to none other use, intent or purpose whatsoever; (that is to say) to the use and behoof of the said C. Lord S. and his Assigns, for and during the Term of his natural life, without impeachment of or for any manner of waste, and from and after the decease of the said C. Lord S. then to the use and behoof of the said D.L. and her Assigns, for and during the term of her natural life, and from and after her decease, then to the use and behoof of the Heirs of the Body of the said C. Lord S. on the Body of the said D. lawfully to be begotten, and for default of such Issue, then to the use and behoof of the right Heirs of the said C. Lord S. for ever. In witness whereof to one part of these present Indentures, remaining with the said E. Lord G. Dame I. his Wife, D.L. and I.S. The said C. Lord S. W.N. and A.T. have interchangeably subscribed, and set their several Hands and Seals, and to one other part of these present Indentures, remaining with the said W.N. and A.T. the said C. Lord S. E.L.G. Dame I. his Wife, D.L. and I.S. have interchangeably subscribed, and set their several Hands and Seals, and to one other part of these present Indentures remaining with the said C.L.S. the said W.N. A.T.E.L.G. Dame I. his Wife, D.L. and I.S. have interchangeably subscribed, and set their several Hands and Seals the day and year first above written, *Anno Dom.*

A Condition to save harm'ess where one Attorns Tenant, with a Covenant to grant a Lease when the Premisses are settled in the Obliger.

THE Condition of this Obligation is such, That whereas the within named I.S. hath attorned Tenant; and doth and is contented to pay his Rent, being eleven pounds ten shillings per annum, unto the within bound T.S. his Heirs or Assigns, for the Messuage or Tenement with the Appurtenances, wherein the said I.S. now dwelleth, situate near W. London: If therefore the said T.S. his Heirs, Executors, Administrators or Assigns, do from time to time, and at all times hereafter, clearly acquit, discharge, or sufficiently save harmless and indemnified the said I.S. his Executors, Administrators and Assigns, Goods and Chattels, as well against one R.N. of the Parish of Saint G. in the Fields, in the County of M. Gent. and K. his Wife, and against the Heirs and Assigns of the same K. also against all and every other person and persons whatsoever, for, from, touching and concerning all such and so much Rent, as he the said I.S. his Executors or Assigns, hath already paid, or shall hereafter pay to the said T.S. his Heirs or Assigns, for the Tenement also aforesaid, with the Appurtenances, and also of and from all Actions, Suits, Charges, Distresses, Forfeitures, Judgments, Executions, and all other Damages, Troubles, and Incumbances whatsoever, that shall or may arise, or grow, or be had, commenced or prosecuted against the said I.S. his Executors, Administrators or Assigns, by reason of paying the said Rent, or any part thereof unto the said T.S. his Heirs or Assigns, or by reason of occupying of the said Tenement. And further, if in case the said T.S. his Heirs or Assigns, do or shall quietly hold and enjoy the Possession of the Tenement aforesaid, with the Appurtenances amongst other things, as he the said T. now doth for and during the space of two years next coming, after the date within written, without any further new Suit; Then if the said T.S. his Heirs or Assigns, do within one month next after the end and expiration of the said term of two years, or after such time as the Estate of the Premisses shall be perfectly settled in the said T. or his Heirs, at the reasonable request, and at the cost and charges in the Law of the said I.S. his Executors or Administrators by good, lawful and sufficient Indenture of Lease in due form of Law to be had, made and executed, demise, grant and to farmlet unto the said I. his Executors, Administrators and Assigns, all the said Messuage or Tenement with the Appurtenances, wherein the said I. now dwelleth as aforesaid, for so many years as will make up the remainder of the term of years in his former Lease granted

granted full twenty and one years, and under the yearly Rent of eleven pounds ten shillings, quarterly to be paid to the said T. his Heirs or Assigns, or within one and twenty days next after every quarter-day by even portions, and with such other reasonable Covenants therein to be contained, as are commonly used in such like Leases: That then this present Obligation shall be void and of none effect, or else it shall stand and remain in full force, strength and vertue.

A Counter-Condition to save harmless from a Bond entred into for payment of Money.

THe Condition of this Obligation is such, That whereas the within named R.C. at the special instance and request, and for the only Debt of the within bound I. S. by one Obligation of the date hereof, is and standeth jointly and severally bounden with the said I.S. unto I. le T. of London Merchant, in the sum or penalty of one hundred pounds of lawful Money of England, with condition thereupon endorsed, for the payment of fifty pounds of like lawful Money of England, on the last day of November, which shall be in the year of our Lord God, according to the Computation of the Church of England, one thousand six hundred twenty and four, at the now Dwelling-house of H.C. of London Gent. situate in I. Lane in L: as by the same Obligation and Condition may appear: If therefore the said I.S. his Executors, Administrators or Assigns, or any of them, do and shall well and truly pay, or cause to be paid to the said I. le T. his Executors, Administrators or Assigns, or some of them on the said last day of N. above mentioned, and at the place aforesaid, the said Sum of fifty pounds, and do thereby clearly exonerate, acquit and discharge the said R.C. his Executors and Administrators, as well of and from the said Obligation before recited, as also of and from all Actions, Suits, Costs, Charges, Judgments, Executions and Demands whatsoever concerning the same, That then this present Obligation to be void, and of none effect, or else to remain and abide in full force and vertue.

A Condition to save harmless an Executor, for payment of several Legacies to Orphans, with a Covenant to see the same Legacies disposed to the best advantage for the Legatees.

THe Condition of this Obligation is such, That whereas M. D. late of St. I. Street, in the County of M. Widow deceased, by her last Will and Testament in Writing, bearing

ing date the tenth day of M. in the year of our Lord God, one thousand six hundred and fourteen, did amongst other Legacies and Bequests, give and bequeath unto M.E. and A.T. Daughters of the within bound T. T. five shillings a piece of lawful Monny of E. as by the same Will more at large appeareth. Which said Sums of five shillings a piece, the within named I.S. Executor of the last Will and Testament of the said M D. hath at the request of the said T. T. at and before the enscaling and delivery hereof, paid and disbursed to the said T. T. for the use and behoof of his said Daughters M. and A. If therefore the said T.T. his Executors and Administrators, and every of them, do from time to time, and at all times hereafter, freely and clearly acquit, exonerate and discharge, or otherwise well and sufficiently save, defend and keep harmless the said I.S. his Executors and Administrators, and every of them, and all and every of his and their Lands, Tenements, Goods and Chattels, as well of, from and against the said M. and A. their Executors, Administrators and Assigns, as also of, from and against all other persons whatsoever, of, for and concerning the payment of the said Sums of five shillings a piece to the said T. T. their Father as aforesaid; And of and from all Actions, Suits, Costs, Charges, Damages, Expences and Demands whatsoever, which he the said I.S. his Executors, Administrators or Assigns, shall hereafter happen to incur, sustain or be put unto, for or by reason of the payment of the said Sums of five shillings a piece, for the use of the said M. and A. to the said T. their Father as aforesaid; That then this Obligation shall be void, or else it shall stand in full force and vertue.

A Condition to pay the Rent reserved in a Lease, according to the Covenants therein express.

THe Condition of this Obligation is such, That whereas the within named I.C. by this Indenture of Lease of the date within written, did demise, grant, and to farm-let unto the within bound H B. all that Messuage or Inn, called the Sign of the White-Horse, with all Cellers, Sollers, Chambers, Rooms, Yards, Stables and Appurtenances thereunto belonging, as it is now in the tenure or occupation of the said I.C. set, and being in S. in the Parish of St. O. in S. in the County of S. (except as in the same Lease is excepted) To have and to hold the same from the Feast of the Nativity of St. John Baptist next coming after the date of the same Lease, unto the end and term of ten years, and one quarter of a year from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly, during ten years of the said term of ten years, and one quarter of a year to the said I.

his

his Executors or Assigns, twenty and four pounds of lawful Money of England; at four Terms of the Year, that is to say, at the Feast of *St. Michael* the Arch-Angel, the Birth of our Lord God, the Annunciation of our Lady, and the Nativity of *St. John* Baptist, or within fifteen days next after every of the said Feast-days by even portions. And for the last quarter of a year, six pounds at the Feast of *St. Michael* the Arch-Angel, next ensuing, the said term of ten years, or within fifteen days then next following, as by the same Lease more at large appeareth; If therefore the said H.B. his Executors or Assigns, do yearly, and every year during the said term of ten years, well and truly yield and pay, or cause to be yielded or paid to the said I.C. his Executors or Assigns, the said yearly Rent of twenty and four pounds at the said four Feasts or Terms of the year mentioned in the said Lease or within fifty days next after every of the said Feast-days, by even portions, and the said Sum of six pounds at the said Feast of *St. Michael* the Arch-Angel, next after the end of the said ten years or within fifteen days then next following, according to the tenor and true meaning of the same Lease; That then this Obligation to be void and of none effect, or else to be in full force and vertue.

A Deceazance on a Recognizance or Statute-Staple.

THis Indenture made the one and twentieth day of *August*, *An. Dom. 1634.* and in the tenth year of the Reign of our Sovereign Lord *Charles* by the Grace of God, King of England, Scotland, France and Ireland, Defender of the Faith, &c. between I.B. Citizen and Salter of *London*, of the one part, and G.B. Citizen also, and Salter of *L.* of the other part; witnesseth, That whereas the said G.B. by a certain Recognizance of the nature of a Statute of the Staple, made and provided for the recovery of Debts taken, recognized and sealed before Sir I.C. Knight, Mayor of the Staple of *W.* and *E.L.* Esq; Recorder of the City of *L.* bearing date with these Presents, standeth and is bound unto the said I.B. in the Sum of four hundred pounds of lawful Money of *E.* payable, as by the same Recognizance more at large appeareth: Nevertheless, the said I.B. is contented and agreed, and doth covenant, promise and grant for himself, his Heirs, Executors and Administrators, to and with the foresaid G.B. his Heirs, Executors and Administrators, and to and with every of them by these Presents; That if the said G.B. his Heirs, &c. or any of them do pay, or cause to be paid unto the said I.B. his Executors, &c. or any of them, at or in the now Dwelling-house of the said I.B. situate in the Parish of *St. A.H. Lond.* the Sum of two hundred and eight pounds of law-

lawful Mony of E. on the three and twentieth day of F. next coming after the date of these Presents without fraud or covin; That then the aforesaid Recognizance shall be utterly void and of none effect, or else to remain in full force, strength and vertue. In witness whereof the parties first above named to the present Indentures, interchangeably have set their Hands and Seals, dated the day and year first above written.

A Declaration that a Mans name in a Conveyance of Land, was only in trust.

TO all to whom these Presents shall come, I V.S. of L. Goldsmith, send greeting. Whereas I R. of, &c. in the County of S. Gent. lately purchased of Sir I.W. of &c. all that Barn and Yard, with the Appurtenances, parcel of, or belonging to the late Rectory of B.S. in the County of S. now or late in the tenure and occupation of the said I.R. his Assignee or Assignees, which said Premises were by the direction and appointment of the said I.R. conveyed by the said, &c. to me the said S.V. and my Heirs, as by the said Conveyance thereof, bearing date the five and twentieth day of *Septemb.* last past may appear, which said Conveyance was so made to me only in trust, to and for the benefit of the said I.R. and his Heirs; Now know ye, that I the said S.V. do hereby acknowledge and declare, that I am nominated partly in the said recited Deed of Bargain and Sale, by and upon the behalf of the said I.R. and that I am therein trusted only by and for him the said I.R. and his Heirs, and that I do not claim to have any right or interest in the said Barn and Premises, or any part thereof, by the said Conveyance so made to me, or otherwise to my own use or benefit, but only to and for the sole use and benefit of the said I.R. and his Heirs; And I the said S.V. do for my self, and my Heirs, covenant to and with the said I.R. and his Heirs by these Presents, That I the said S.V. and my Heirs, shall and will at any time hereafter upon request, and at the costs and charges of the said I.R. and his Heirs, by good assurance and conveyance in Law, convey the said Barn and Premises to the said I.R. and his Heirs, or to such other person or persons as he shall nominate, direct or appoint, In witness whereof I the said S.V. have hereunto put my Hand and Seal the, &c. day of, &c. in the Year of our Lord God 1651.

A Grant of Lands in Fee, in consideration of Money, and in further consideration of Exchange of other Lands.

THis Indenture made, &c. between, &c. witnesseth that the said L. G. and also for and in consideration of a certain competent Sum of lawful Money of England to him in hand before the enicaling and delivery of these Presents, by the said I. B. well and truly paid, and for and in consideration of other Lands, Tenements and Hereditaments by the said I. B. conveyed and assured to the said L. G. and his Heirs in exchange; Whereof and wherewith the said L. G. acknowledged himself fully satisfied and contented, and thereof, and of every part and parcel thereof, clearly acquiteth and dischargeth the said I. B. his Heirs and Assigns, by these Presents hath bargained, sold, aliened, enfeoffed and confirmed, and by these Presents doth fully and clearly bargain, sell, alien, enfeoff and confirm in exchange unto the said I. B. and his Heirs, All that Site, and Capital Messuage or Tenement with the Appurtenances situate, &c. now being in the tenure or occupation of the said L. G. or his Assigns, and all and every the Barns, Stables, Out-houses, Orchards, Gardens, and other Appurtenances to the said Messuage or Tenement belonging, or in any wise appertaining, and all and every other the Lands, Meadows, Pastures and Cloies therewith occupied by the said L. G. and being in E. aforesaid; And all that Messuage or Tenement, with the Appurtenances situate and being in E. aforesaid, and 30 Acres of Land, Meadow and Pasture thereunto belonging, now or late in the tenure, &c. And all that Messuage, &c. and all that Cottage, &c. and all and every the Commons, Wastes, Grounds, Leys and other Appurtenances to the Premises or any of them belonging, or in any wise appertaining; And all and every other the Lands, Tenements and Hereditaments, situate, lying and being in E. aforesaid, with all and singular the Appurtenances, whereof E. G. Esq; Father of the said L. died seized of an Estate of Inheritance, and the Reversion and Reversions of the Premises, and of every part and parcel thereof, and all and every the Rents and yearly Profits whatsoever, reserved upon whatsoever Lease, Demise or Grant, Leases, Demises or grants made of the Premises, or any part thereof, except and always reserved out of this present Grant, Bargain and Sale to the said L. G. his Heirs and Assigns, the Parsonage of C. and the Parsonage House and Grounds thereunto belonging, within, &c. now in the occupation of R. B. Clerk, and also except, &c. And also the said L. S. for the said Consideration hath bargained and sold and by these Presents doth, &c. to the said I. B. and his Heirs.

and

and all and every the Deeds, Evidences, Escrips and Minuements whatsoever, touching or concerning only the Premises, or any part or parcel thereof, all and every which Deeds, Evidences and Writings, or as many of them as the said L.G. now hath, or any other to his use, or by his delivery hath or have, which he may lawfully come by without Suit in the Law : The said L. G. covenanteth and granteth by these Presents, for himself, his Heirs, Executors and Administrators, to and with the said I.B. his Heirs and Assigns, safely to deliver to the said I.B. his Heirs and Assigns, before the Feast of *St. Michael* the Arch-Angel, next ensuing the date hereof, whole and uncanceled, to have, hold and enjoy the said Capital Messuage or Tenement, and all and every the said Messuages, Tenements, Lands, Meadows, Pastures, Commons, and all and every the other Premises, with the Appurtenances to the said I.B. his Heirs and Assigns for ever, to the only use and behoof of the said I.B. his Heirs and Assigns for ever ; And the said L. G. for himself his Heirs, Executors and Administrators, and every of them, doth covenant, promise and grant to and with the said I.B. his Heirs and Assigns, that he the said L.G. is and standeth at the enfealing and delivery of these Presents, and so shall be at the expiration of the first Estate of Inheritance, of and in the Premises to the said I.B. solely, lawfully and rightfully seized of a good, lawful, perfect and rightful Estate in the Law in Fee-simple, of and in the said Capital Messuage or Tenement, with the Appurtenances, and of and in all and every the said Messuages, Tenements, Lands, Meadows, Pastures, and all and every other the Premises, with the Appurtenances, and of and in every part and parcel thereof, to the proper use of the said L.G. and his Heirs for ever, without any manner of Condition, and without any Reversion or Remainder thereof, or of any part thereof in the King's Majesty, his Heirs or Successors, or of any other person or persons whatsoever, and that he hath good right, just and true title, and lawful authority to bargain, sell and assure the same to the said I. B. and his Heirs, according to the tenor and true meaning of these Presents ; And also the said L. G. for himself, his Heirs, Executors and Administrators, and every of them, doth covenant, promise and grant to and with the said I. B. his Heirs and Assigns, by these Presents, that the said I.B. his Heirs and Assigns, shall and lawfully may from hence for ever peaceably and quietly have, hold, occupy and enjoy the said Capital Messuage or Tenement, and all and every other the Premises with the Appurtenances, without any manner of let, trouble or interruption of the said L. G. his Heirs or Assigns, or of any person or persons claiming, by, from or under any the Ancestors of the said L.G. clearly discharged or for ever hereafter sufficiently saved harmless by the said L. G.

his Heirs and Assigns, of and from all and every other bargains, sales, estates, leases, statutes-Merthant, and of the staple, Recognizances, Judgments, Joyntures, Dowers, Annuities, Fines, &c. and of and from all and every other charges and incumbrances whatsoever, by the said L.G. or any of his Ancestors, had, made, committed or done, or willingly suffered before the enfealing and delivery of these presents; or before the execution of an estate and seisin of and in the Premises to the said I. B. his, &c. except the rents and services to be due and done to the chief Lord or Lords of the Fee or Fees of the Premises, in respect only of the Seignory thereof, and also except one Lease and Demise made by the said E.G. of the said Tenement now in the occupation of the said I. B. for term of certain years; which shall expire within 9 years now next coming, whereupon is reserved the yearly rent of 30 shillings; And one Lease and Demise made to, &c. for certain years not exceeding the term of 17 years now to come, whereupon is reserved, &c. at *prædict.* or for certain years, whereof there are now to come above the number of 17 years, and whereupon is reserved, &c. which said several yearly rents, and every of them, shall continue and be payable to the said I. B. his Heirs and Assigns, during the continuance of the said several Demises. And also the said L.G. covenanteth and granteth by these presents, for himself, his Heirs, Executors and Administrators, so and with the said I. B. his Heirs and Assigns, that he the said L.G. and A. his Wife, and the Heirs of the said L. and all and every other person and persons, and their Heirs, having, or that shall have any right, estate or Interest of or in the Premises, or any part thereof, by, from or under the said L.G. or by, from or under any of his Ancestors, shall and will from time to time during five years now next ensuing, at the reasonable request, costs and charges of the said I. B. his Heirs and Assigns, do, make and execute, or cause, knowledge and suffer to be done, all and every such further act and acts, thing and things, device and devices in the Law whatsoever, be it by Deed or Deeds, inrolled, or not inrolled, Fine, Feoffment, Recovery, with double or single Voucher or Vouchers, release, confirmation, or otherwise with warranty against the said L. G. and his Heirs, and the Ancestors of the said L. G. or otherwise without warranty for the further, better and more perfect assurance, surety and sure making of the said Capital Messuage or Tenement, Lands, Meadows, Pastures, and all and every other the Premises with the Appurtenances to the said I. B. his Heirs and Assigns as by the said I. B. his Heirs or Assigns, or his or their Council learned in the Law shall be reasonably devised or advised: In witness, &c.

Articles concerning Lands purchased until the Covenants could be made.

Articles of Agreement indented, made, concluded and agreed upon the day of Sept. between H. D. of E. in the C. of H. Gent. of the one part, and F. R. of the Parish of S. M. in the Fields in the C. of M. T. of the other part, viz.

I*nprimis*, the said H. D. (for the consideration hereafter in these presents mentioned and expressed) for himself, his Heirs, Executors and Administrators, and every of them, doth covenant, promise and grant to and with the said F. R. his Heirs, Executors, Administrators and Assigns, and every of them by these presents, that he the said H. D. and his Wife, their Heirs, Executors, Administrators and Assigns, shall and will at the proper costs and charges in the Law of the said F. R. his Heirs, Executors, Administrators or Assigns, by or before the tenth day of *October*, now next coming after the date of these presents, make, seal, deliver, do, execute and acknowledge all and every such Act and Acts, Deed and Deeds, Fine and Fines, Assurance or Assurances, or other Conveyances in the Law whatsoever, as he the said F. R. his Heirs, Executors or Assigns, or his or their Council learned in the Law shall reasonably devise, advise or require for the sure conveying, settling, assuring and sure-making unto the said F. R. his Heirs, Executors, Administrators and Assigns for ever, All that Messuage or Tenement with all the Appurtenances thereunto belonging or appertaining, as the same now is in the occupation of P. A. Pewterer, his Assignee or Assignees ; And of all that Messuage or Tenement with all the Appurtenances thereunto belonging or appertaining, as the same now is in the tenure or occupation of S. Chandler, his Assignee or Assignees : And of all that room or shop with the Appurtenances, now in the occupation of W. Cheese-monger, all which Premises are situate, lying and being on the South-side of the High-street commonly called Fleet-street London, over against the Conduit at or next the Corner turning into Salisbury Court there.

In Consideration whereof he the said F. R. for himself, his Heirs, Executors and Administrators doth covenant, promise and grant to and with the said H. D. his Heirs, Executors, Administrators and Assigns, and every of them by these presents, that he the said F. R. his Heirs, Executors, Administrators or Assigns, or some of them, shall and will and truly satisfy, content and pay or cause to be satisfied, contented and paid unto the said

H. D.

Grace of God of England, Scotland, France and Ireland, King, Defender of the Faith, &c. Between I. B. Citizen and Grocer of London of the one part, and I. D. of H. in the County of E. M. I.S. of *Lincolns-Inn* in the County of M. Esq; I. C. of D. in the County of H. Clerk, and R. D. Gent. second Son of the said I. D. of the other part witnesseth, That the said I. B. for and in consideration of the sum of five hundred and thirty pounds of good and lawful money of England, to him in hand paid by the said I. D. the receipt whereof he acknowledgeth by these presents, hath granted, bargained and sold, and by these presents doth clearly and absolutely grant, bargain and sell unto the said I. D. I. S. I. C. and R. D. their Heirs and Assigns for ever, all that Field or parcel of Land, lying and being in R. in the County of E. commonly called or known by the name of Hilly Field: And all that little Marsh or parcel of Marsh ground, lying and being at or near the end of the said Field or parcel of Land; And also all that great Marsh or parcel of Marsh ground, and the little Marsh or parcel of Marsh-ground adjoining to the same great Marsh in R. aforesaid; All which Premises do contain together by estimation thirty and five acres, be they more or less, and are set, lying and being in R. aforesaid; and now or late in the tenure and occupation of T. L. of H. in the said County of E. M. and the above named I. D. or one of them, or of the Assigns or Assignees of them, or one of them, and all buildings, woods and under-woods standing and growing upon the Premises, and all Wayes, Easements, Profits, Commodities and Appurtenances whatsoever thereunto belonging, and all the Reversion and Reversions, Remainder and Remainders, Estate and Interest of him, the said I. B. of and in all and singular the Premises, with all and every their Incidents, and all Evidences, Writings or Instruments, of or concerning the said Lands and Premises, to have and to hold the said Field, Marshes, Marsh-grounds and Premises before mentioned, with all and every the Appurtenances unto the said I. D. I. S. I. C. and R. D. their Heirs and Assigns to the only use and behoof of them the said I. D. I. S. I. C. and R. D. their Heirs and Assigns for ever. In witness, &c.

Articles for building.

Articles of a Covenant indented, made, concluded and agreed upon the, &c. Between I. F. of, &c. of the one part, and T. B. of, &c. of the other part, as followeth, viz.

I First, the said T. B. and C. T. for themselves their Executors and Administrators do joyntly and severally covenant, promise and graht, to and with the said I. F. his Executors, Administrators and Assigns by these presents in manner and form following, that is to say, that they the said T. B. and C. T. their Executors, Administrators or Assigns, or some of them for the consideration hereafter mentioned, shall and will forthwith take down the now dwelling house of the said I. F. situate and being in St. M. lane in the Parish of St. M. in the Fields aforesaid, and in the room thereof shall make, erect, build and set up one new Tenement or dwelling house to contain thirty feet and an half in width or near thereabouts, and in length thirty and six feet, or near thereabouts, and shall make one Celler of the same length and breadth, and shall make two rooms upon each floor, the one forward and the other backward, and shall make the Celler six foot and an half deep, the Story over the same Celler nine feet deep, the Story over the same Story nine feet deep likewise, the half Story over the same Story seven feet and an half deep, and the Garrets over the said half Story, three foot and an half to the top of the raising piece, and shall make one stack of Chimnies to contain ten fire rooms of such largeness as the room will conveniently afford, and shall make them sufficient to carry away the smoke without any annoyance; And shall pave the Celler with good and well burned bricks, and shall lay all the foot paces with green and yellow tiles, saving the Cellers which are to be laid with brick, and the dining room which is to be laid with Galley tiles; and shall make the Walls on the South side, the fore-front; and the back side according to his Majesties Proclamation, and shall provide and set up all manner of timber to be used about the same building of good and sufficient scantlings, and shall lay all the floors with good seasoned Norway deal boards well shor and plained, and closely laid and well nailed, and shall make good and easie stairs of Elm-boards, so large and spacious as the room will afford, and shall well and sufficiently ryle all the said Building with good Tyles and Lath, the Tying with hart Laths; and shall lay all the Walls, Cielings and Partitions with Lime and Hair, and shall make a good and sufficient beaten deal door towards the Street, and Shop-

windows suitable to the same, and shall set one sufficient lock and bolt to the street door, one bolt to the back-door, and one bolt to the Cellar door, and shall make one sufficient door to every room, and hang them with sufficient hooks and hinges, and shall make sufficient casements to all the windows, that is to say, four in the dining-room, two in the next room over the dining room, two in the half Story, and one in the Garret, one in the room next over the Cellar backward, and one in each room over the same room, and shall make all the windows as large and convenient for light as the rooms will afford, and shall make such lights for the Stairs in the side wall as shall be fitting and convenient, and shall make or do, or cause to be made and done, all the Plumbers work and Glasiers work, or and belonging to the said building well and sufficiently, and shall colour all the outside of the windows, doors, shutting windows, and the Posts at the doors with oyl of a stone-colour, and the Inner side of the window of the lower room backward, and the Inner side of all the windows of every room above Stairs with size of the same colour : And shall make cressling-boards to every window, and shall make a Pent-house, covered with tiles over the street-door and shop-windows the whole breadth of the fore-front, and shall set up two fair turned Posts, at the street-door with two Benches to sit on ; and also shall set up one vise-board in the shop of Oak, four inches thick, two foot broad, and eight foot long ; make one brick wall of seven foot high with the coping, one brick in length thick, and thirty foot long or thereabout to sever the yard of the said I. F. from the yard now in the occupation of L. S. L. and also shall remove the Cole-house now standing in the yard of the said I. F. from the place where it now standeth to the upper end of the yard, and also shall make one shop with a room or chamber over it, which shall joyn up close to the said Cole-house ; And the said new brick wall which is to be built for the dividing of the said yard, which said shop or shed and room over it, is to contain in length thirteen feet, in breadth nine feet, and in helght up to the eves seven feet, and shall cover it with tyles, and lay all the walls with loam and lime and hair rendred upon ; And shall make one forge-Chimney and a Hearth to it, and a frame to hang a pair of bellows on, and shall set up two vise-boards, the one below, and the other above, such as the said I. F. shall provide, and shall make two shutting windows, the one below, and the other above, and hang them with hinges, and shall make the floor of the chamber or room above of sufficient joists and boards, and shall make a ladder to go up thereinto with flat steps, and shall find and provide at their costs and charges all and all manner of tyles, bricks, lime,

nails, lead, iron, sand, lime, loam hair, scaffolding, stuff, and all other materials whatsoever which shall be fit and needful to be used in or about the said buildings, and shall carry away all the rubbish, loam and earth whatsoever, which shall arise by reason of the said building, and also shall make one good and sufficient gutter to carry the water out of the yard into the street, and shall and will well and workman-like frame, erect, set up and finish all the said building in and by all things that belongeth to the works of a Carpenter, Brick-layer, Tyler, Plaisterer, Plumber, Smith and Glasier, at or before the four and twentieth day of *August*, now next coming after the date hereof.

In Consideration of which said building to be done and finished in manner and form aforesaid, the said I. F. for himself, his Executors and Administrators, doth covenant and grant to and with the said T. B. and C. T. their Executors, Administrators and Assigns by these presents in manner and form following, that is to say, that the said I. F. his Executors, Administrators or Assigns, or some of them, shall and will truly pay or cause to be paid unto the said T. B. and C. T. their Executors, Administrators or Assigns, at or in the now dwelling House of A. T. Shoemakers situate and being in Sr. M. Lane aforesaid, the sum of one hundred pounds of lawful money of *England*, at three several payments in manner and form following, that is to say, thirty three pounds six shillings and eight pence thereof in hand, at and before the enfealing and delivery hereof, the receipt whereof the said T. B. and C. T. do hereby acknowledge and confess, and thereof and of every part and parcel thereof do clearly acquit, exonerate and discharge the said I. F. his Executors and Administrators, and every of them, for ever by these presents; other thirty three pounds six shillings and eight pence thereof when the whole building is framed, the Chimneys set up, and the roof tyled, and other thirty three pounds six shillings and eight pence thereof residue and in full payment of the said sum of one hundred pounds when the whole building is fully set up and in every respect finished; And further, that the said T. B. and C. T. their Executors, Administrators or Assigns, shall have and take to his and their own uses all the Timber, boards and other materials whatsoever to be pulled down in or about the said old house, and use so much thereof in the new buildings as shall be good, sound and serviceable; In witness, &c.

Articles between two Joynt purchasers for dividing the rent, and avoiding survivorship.

Articles of Agreement indented, made, concluded, and agreed upon the day of August. Between P. D. of S. P. C. within the Parish of S. in the Fields, in the County of M. VicTualler, of the one part, and L. D. of the Parish of S. M. in the Fields aforesaid, Citizen and Merchant-Taylor of L. of the other part, viz.

I *Myrmis*, Whereas G. G. of the Parish of St. M. in the Fields aforesaid, G. by his Indenture of Lease bearing date the eleventh day of M. in, &c. for the consideration therein expressed, did demise, grant, and to farm-let unto T. N. then of the City of W. in the said County of M. Taylor, All that piece or parel of ground parcel of the Earl of B. pasture, called Covent-Garden and long Acre, or one of them butted or bounden, and containing such length and breadth, as in the said Indenture is expressed, together with all that Messuage or Tenement thereon, or one part thereof, then lately erected and built by the said G. G. containing a Kitchen, a Cellar, a Shop, and Back room over the said Kitchen, and Cellar, and six Chambers over the same Shop and Back-room, with Studles and other Conveniences, thereunto belonging; Together likewise with a Well, a House of Office, and Cross Partition-Wall then lately built on the said ground, together also with all lights, easements, water-courses, profits and Emoluments whatsoever to the said premises belonging, and all wayes and passages then used, or which then after shall be laid forth and used, to and for the said new erected building, all which Premises are situate, lying and being in the Parish of St. M. in the Fields aforesaid; To have and to hold unto the said T. N. his Executors, Administrators and Assigns, from the Feast day of the Annunciation of our blessed Lady, Saint Mary the Virgin, then next ensuing the date of the said Indenture of Lease, unto the full end and term of twenty and one years from thence next ensuing, fully to be compleat and ended, at and for the yearly Rent of six and twenty pounds of lawful mony of *England* payable; As in and by the said recited Indenture of Lease, amongst divers Covenants, Grants, Clauses, Conditions and Agreements therein contained, more at large doth and may appear: And whereas the said T. M. by his Indenture of Lease bearing date the sixteenth day of M. in the, &c. for the consideration therein expressed, did Demise, Grant, and to Farm-let unto P. P. of London Gent. the several Rooms, Chambers, Easements and Commodities,

in the said Indenture particularly mentioned and set down, being part and parcel of the Messuages or Tenements wherein the said T. N. did then, or of late thencefore inhabitable and dwell, together with all Ways, Lights, Easements, Water-courses, and amongst others those that fell in the common Sewer at that present through the Tenements, that the said N. did then possess, and all Profits, Commodities and Appurtenances whatsoever, to the said several Rooms and Premises belonging and appertaining as the same were then reserved, divided, parted and allotted out for the use and occupation of the said P. P. To have and to hold the said Rooms and Premises unto the said P. P. his Executors, Administrators and Assigns, from the day of the date of the said last mentioned Indenture of Lease, unto the full end and term of Fourteen years from thence next and immediately ensuing; and fully to be compleat and ended; And for the yearly Rent of four and twenty pounds payable as in and by the said last recited Indenture of Lease, amongst divers Covenants, Clauses, Conditions and Agreements therein contained, more at large also to doth and may appear, the Estate, Right, Title, Interest and Term of years to come of him the said T. N. of, in, and to all the above-recited premises, and every part thereof, is lawfully come and vested in the above-named P. D. and L. D. by force and vertue of one Indenture of Assignment bearing date the Six and twentieth day of *May* last past, before the date of these presents, made and granted by the said T. N. unto the said P. D. and L. D. as in and by the said Indenture of Assignment, amongst other things therein also contained, more at large likewise appeareth; And whereas also the said P. D. and L. D. by their Indenture of Lease bearing date the Twentieth day of *June* last past, before the date of these presents (for the consideration therein expressed) did demise, grant, and to farm-let unto G. D. of the Parish of St. C. D. in the said County of M. Citizen, and Painter-Stainer of *London*, all that Messuage or Tenement, being part of the Premises first above-recited containing the several Rooms particularly in the said last mentioned Indenture expressed, with the Yard, Garden-plot and House of Office, and all Lights, Easements, Ways, Passages, Profits, Commodities and Appurtenances whatsoever, to the said premises belonging or in any wise appertaining, (except out of the said last demise as in the said Indenture is excepted) to hold the said premises unto the said G. D. his Executors, Administrators and Assigns, from the Feast of the Nativity of *St. John Baptist* next ensuing the date of the said last mentioned Indenture of Lease unto the full end and term of twelve years and half a year, two Months and fourteen days from thence next ensuing, and fully to be compleat and ended, at and for the yearly Rent
of

of thirty pounds payable, as in and by the said last recited Indenture of Lease amongst divers other Covenants, Clauses and Agreements therein also contained, more at large likewise appeareth; and whereas further the said P. D. and L. D. by one other Indenture of Lease bearing date the twentieth day of July last past before the date of these presents (for the consideration in the same Indenture expressed,) did Demise, Grant, and to Farm let unto W. H. Citizen and Fishmonger of London, all that Messuage or Tenement with the Yard behind the same, and the house of Office in the same Yard standing, being parcel likewise of the said Premises first above recited, for the term of twelve years, one half year, two months and fourteen days commencing from the Feast-day of the Nativity of St. John Baptist last past before the date of the same Indenture of Lease, for and under the yearly rent of ten pounds and ten shillings, payable likewise, as in and by the said last mentioned Indenture of Lease amongst divers covenants, clauses and agreements in the same Indenture of Lease contained more at large also appeareth.

Now it is covenanted, concluded and agreed by and between the said parties to these presents, and the true intent and meaning of either of them is, that forasmuch as either of the parties above named, have disbursed and paid their several equal shares and proportions of money for the purchase of the Premises above recited, that the several Rents of thirty pounds, fourteen pounds, and ten pounds ten shillings upon and by the said several mean Indentures of Leases, above recited reserved, (the said yearly Rents of six and twenty pounds, reserved upon the said first recited original Indenture of Lease payable to the above named G. G. his Executors, Administrators or Assigns, for all the before recited Premises being first paid and discharged) shall be equally divided and shared between the said parties, parties to these presents, share and share like; and if it shall happen either of the said parties to die before the end and expiration of the term and terms of years in the said several Indentures of Leases before recited, or in any or either of them now to come and unexpired, that then and from thenceforth, it shall and may be lawful to and for the Executors, Administrators and Assigns, of the party deceasing, to have, occupy, receive, take and enjoy the full and entire moiety or half part of all the rents, issues and profits of all and singular the before recited Premises with the Appurtenances in as large and ample manner and form to all intents and purposes, as the party so doing should or ought to have done, if he had lived, and were then living, any Grant, Restraint, Provision, Statute or Ordinance to the contrary notwithstanding, and that neither of the said Parties, nor the Executors,

Executors, Administrators or Assigns of them, or either of them, shall or will at any time or times hereafter take, demand, or receive any of the rents above reserved, or make or give any discharge or acquittance of or for the same, or any part or parcel thereof, without the knowledge, assent or consent of the other party, his Executors, Administrators or Assigns, first had and obtained in Writing under his or their hand or hands.

Item, It is further Covenanted, concluded and agreed unto by and between the said parties to these presents, that neither of the said parties nor the Executors, Administrators or Assigns of them, or either of them, shall or will at any time or times hereafter, grant, bargain, sell, assign, surrender or set over his or their Estate or Estates, Right, Title, Interest, Term and Terms of years to come of, in or to all or any part of the before recited Premises with the Appurtenances, to any person or persons whatsoever, without the knowledge, consent or refusal of the other party first had (he paying as much as any other shall or will give and pay (*bona fide*) for the same) or shall or will take or endeavour to take any new Lease for years, lives or otherwise, or any other grant whatsoever of the before recited Premises, or any part or parcel thereof in Reversion after the expiration of the term of years they now have and enjoy in the said recited Premises, by force and vertue of the said first recited Indenture of Lease made from the said G. G. to the said J. N. as aforesaid, either from the said G. G. his Executors, Administrators or Assigns, from the Right Honorable the Earl of B. his Heirs or Assigns, or any other immediate Tenant or Farmer, claiming from, by or under them or any of them, without the knowledge, assent, consent or refusal likewise of the other party, his Executors, Administrators or Assigns, in Writing under his or their hand or hands, or before sufficient witnesses first had and obtained.

Lastly, It is covenanted, concluded and fully agreed upon, by and between the said parties to these presents, that all and every the several Deeds and Writings before recited, shall be reputed, deemed and taken to be and enure to the joynt use and uses, benefits and commodities of both the said parties, their Executors, Administrators and Assigns, and to no other use, intent or purpose whatsoever, and that the party, his Executors, Administrators or Assigns, so keeping the same Writings, shall and will upon the reasonable request or requests of the other party, his Executors, Administrators or Assigns, at all times hereafter produce and bring forth, and be ready to shew all and every, or so many of the same Writings that shall be required at his or their hands, either for the producing and getting of a further time or title, of and in all or any part of the before recited premises, or for the maintenance

nance of the Title of the premises, (if it should be questioned) as for the sealing and conveying away of all his or their Estate on Interest, of and in the moiety of all or any part of the said recited premises without covin or delay. In witness whereof, &c.

Articles to Surrender Copy-hold Lands, till the Surrender can be had.

Articles of Agreement, indented, had, made, concluded and agreed upon the day of January, Between P. C. of B. in the County of W. Gent. of the one part, and H. H. of M. T. L. Gent. of the other part; as followeth.

I*mprimis*, whereas the above named B. C. now standeth lawfully seized in his demesne, as of fee according to the Custom of the Mannor of B. aforesaid, after the decease of T. C. Widow, of and in one Copy-hold or Customary Messuage, together with a Garden, Back-side, Out-house and other Appurtenances thereunto belonging, situate in the upper street in B. aforesaid, and parcel of the aforesaid Mannor. And whereas the said P. C. now possessed of the aforesaid Messuage and Premises with the Appurtenances, by demise from the said T. C. for a certain Term ending at the Feast of St. Michael the Archangel, next ensuing the date above written, The said P. C. doth for himself, his Heirs, Executors and Assigns, covenant, grant and agree to and with the said H. H. his Executors and Assigns by these presents, that he the said P. C. on this side, and before the first day of Easter term next ensuing, shall at the costs and charges of the said H. H. convey, assign and set over unto the said H. H. and his Assigns, all the present Estate, Title and Interest of the said P. of, in and to the said Messuage and Premises, and every part and parcel thereof with the Appurtenances, and shall and will put the said H. H. or his Assigns, in peaceable possession thereof, and that the same shall be then in as good plight and repair, as now they be.

Item, The said P. C. for and in consideration of the sum of ten pounds of lawful money of England, by the said H. H. unto the said P. C. well and truly paid, whereof the said P. doth acquit and discharge the said H. by these presents, as also for and in consideration, of the sum of one hundred pounds of like money to be paid by the said H. to the said P. as hereafter in these presents is limited, doth for himself, his Heirs, Executors and Assigns, and every of them covenant, grant, and agree to and with the said H. H. his Executors and Assigns by these presents, that he the said P. C. and S. his Wife, shall and will before and on this side the said first day of Easter Term next ensuing, by
usual

usual names surrender according to the custom of the said Mannor, into the hands of the Lord of the said Mannor, the aforesaid Messuage and Premises with the Appurtenances, and all their Estate, Possession, Reversion, Remainder, Right, Title and Interest therein, to the use and behoof of the said H. H. his Heirs and Assigns for ever, and that he the said P. hath now good right and title to the said Messuage and Premises with the Appurtenances, and a good Estate therein in Fee-simple, according to the custom of the said Mannor after the decease of the said T. C. and shall make and give to the said H. H. such assurance and security for the quiet enjoying of the Premises as the said P. hath had, made or given unto him by W. W. of whom the said P. lately purchased the same, and shall and will assign over to the said H. by such ways or means, as by him or his Council learned in the Law, shall be reasonably devised, advised and required, all Bonds, and other collateral Security, which the said P. now hath, for the safe and free enjoying of the Premises, or any part thereof.

Item, The said H. H. doth for himself, his Heirs, Executors and Assigns, covenant, promise and grant to and with the said P. C. his Executors, Administrators and Assigns, and every of them by these presents, that he the said H. H. or his Assigns, shall and will upon the aforesaid surrender made by the said P. and S. his Wife, and the peaceable possession delivered of the Premises in such good plight and repair as they now be according to the true intent and meaning of these presents, pay, content and satisfie unto the said P. C. or his Assigns, the whole and just sum of one hundred pounds of lawful money of England.

Item, It is agreed between the said parties to these presents, that the said H. H. shall buy of the said P. C. such moveables as now be in the said Messuages and Premises, or that he shall be pleased to leave there at such rates, as two men to be by the said P. and H. indifferently chosen shall apprise the same, and that the said H. H. shall pay unto the said T. C. all Rents that shall grow due unto her for the Premises, from the day of the date of these presents. In witness whereof the parties above named by these presents, have interchangeably set their hands and seals the day and year above written.

An Indenture of Covenant to stand seized to uses, in consideration of marriage, &c.

THis Indenture made the day of *January*, in the year of the Reign of our Sovereign Lord *Charles*, by the Grace of God of *England, Scotland, France and Ireland*, King, Defender of the Faith, &c. the second, between *I. F.* of *D.* in the County of *D.* Gent. of the one part, and *N. G.* of *W. L.* in the said County Yeoman, *I. S.* of *S.* in the said County Yeoman, and *W. B.* of *S.* aforesaid, Yeoman of the other part, witnesseth, That for and in consideration that the said *I. F.* hath married *A.* the Daughter of the said *N. G.* and by her Issue hath one Son, and to the intent to provide and establish some certainty of living and livelyhood to be had or enjoyed by or unto the said *A.* after his decease, and for the establishment of some part and portion of those inheritances as is descended unto him the said *I. F.* from his Ancestors, unto his said Son *I.* begotten on the body of the said *A.* and unto such other issues as it shall please God to send him of the body of the said *A.* for the natural affection and fatherly love he beareth unto the said *I.* and other issues he may happen to have of the body of the said *A.* and to the intent that she the said *A.* may be the better able to bring up, educate and help the said *I.* his Son and such other child or children as he shall happen to have by the said *A.* when it shall please God to call the said *I. F.* out of this mortal life, If it shall chance that she shall overlive the said *I. F.* doth by these presents, covenant, grant, agree to and with the said *N. G. I. S.* and *W. B.* and to and with every of them, that he the said *I. F.* his Heirs and Assigns, and every of them, shall and will from henceforth stand and be seized of and in one Messuage or Tenement, and Cottage, with all and singular the Appurtenances, set, lying and being in *S.* in the Parish of *B. R.* now in the tenure of *I. L.* under the yearly rent of ten shillings, one other Cottage, parcel of the said Tenement, now in the tenure of one *W. D.* under the yearly Rent of five shillings, and of and in one other Messuage or Cottage, parcel also of the said Tenement, now in the tenure of one *C. B.* and the yearly Rent of four shillings, and of and in all those several Messuages or Cottages, adjoining to the Farm of *D.* that is to say, one Cottage and Malt-Mill, Garden, and an acre and an half of Pasture, now in the tenure of *A. F.* Widow, under the yearly Rent of four shillings, and of and in one other Messuage or Cottage, and Orchard, and an acre and an half of Pasture now in the

tenure

tenure of one I. D. under the yearly Rent of five shillings and four pence, and of and in that other Messuage or Cottage, and Garden thereunto, now in the tenure of B. B. Widow, under the yearly rent of four shillings, and of and in all that other Cottage called T. now in the tenure of A. under the yearly Rent of four shillings, and of all that other Messuage or Cottage now in the occupation of R. W. under the yearly Rent of four shillings, and of and in all and singular the Reversions, and Reversion, Remainders and Remainder, Rent and Rents, of, in, to or out of all the Lands, Tenements, Messuages and Hereditaments aforesaid, or any of them, and of and in any other his profits, commodities and advantages whatsoever, to the said Lands, Tenements and Hereditaments, or any of them belonging, or in any wise appertaining, or had, used or occupied in or upon the same, to the only proper use and behoof of the said I. F. for and during his natural life, without impeachment of any manner of waste, and from and after his decease to the only use and behoof of the said A. during her natural life, and from and after her decease to the only proper use and behoof of the said I. Son of the said I. F. the Father, for and during his natural life, and after his decease to the use and behoof of the said I. F. and the Heirs of the body of the said A. by the said I. F. lawfully begotten, or to be begotten, and for default of such issue to the use of the right Heirs of the said I. F. the Father for ever; and it is covenanted, granted and fully agreed by these presents, by and between the said parties to these presents, and every of them, their and every of their Heirs and Assigns, that all and every grant, scoffment, fine, recovery and other conveyance, assurance, assurances, and conveyances whatsoever, to be had, made or executed by the said I. F. his Heirs and Assigns, or any of them within the space of five years next ensuing, of or concerning the said Lands, Tenements, and other the Premises aforesaid, or of or concerning any part or parcel thereof, at all times hereafter shall be adjudged, deemed and taken to be only to the intents, uses and purposes in these presents mentioned and expressed, and to no other uses, intents or purposes; provided always, and it is agreed between the said parties to these presents, that it shall and may be lawful to and for the said N. G. J. S. and W. B. or the Survivors of them, whereof the said I. F. to be one, at all and every time and times, and from time to time, during the life the said I. F. at the will and pleasure of such of them four, three or two of them which then shall be living, whereof the said I. F. to be one by their Deed or Writing, indented of all them which then shall be living be it four, three or two of them, so that the said I. F. be one of them, or such of them as shall be parties to the same sealed and subscribed,

scribed, to alter, determine, diminish, change or enlarge any or all the aforesaid use or uses before declared of the Premises, or any part thereof, the use and estate, before limited, declared or appointed to the said A. Wife of the said J. F. for the term of her life only excepted, and by the same, or any other such Writing indented, sealed and subscribed, as is aforesaid to limit and appoint, give or grant, the use or uses of the Premises, or any part thereof to the said persons, or any of them, or to any person or persons in fee-simple, fee-tail, for life, lives or years, or otherwise, and that after such alteration, determination, enlarging, limitation or appointing of any the use or uses aforesaid, or of any parcel thereof, the use only of such and so much of the Premises, whereof any such alteration, determination or enlarging of any use or uses aforesaid, shall be as is aforesaid, had or made, shall be, and shall be deemed and adjudged to be to such, and those person and persons, and to such and those use and uses, and in such and the same manner and form, as by such Writing subscribed and sealed, as is aforesaid, shall be declared only, and not to any other or others, person or persons, use or uses, or in any other manner or form, any thing in these presents contained to the contrary notwithstanding, always saving and preserving the said use and estate before limited and declared to the said A. for the term of her natural life, as is aforesaid, &c.

An assignment of a Bond by way of a collateral security.

K Now all men by these presents, that whereas T. M. of the Parish of Clendon in the C. of Wilts. Gent. and W. M. of the Parish of Cheldon in the said C. of Wilts. Gent. by their Obligation dated the, &c. stand joyntly and severally bounden unto me H. T. Citizen and Salter of London, in the penal sum of one hundred pounds of good and lawful mony of England, with condition thereupon endorsed for payment of fifty and two pounds of like good and lawful mony on the, &c. next ensuing the date of the said obligation, as by the same it doth and may appear. Now I the said H. T. for the better security of the like debt, for which I have given bond, and for other good causes and considerations me hereunto moving, do by these presents make, constitute, ordain and in my stead and place put and authorize D. M. of the Inner Temple London Gent. my true and lawful Deputy and Attorney irrevocable for me and in my name, but to the sole use and behoof of my said Attorney, his Executors, Administrators and Assigns, to ask, demand, receive and take of them, the said T. M. and W. M. or either of them, their or ch

ther of their Executors, Administrators or Assigns, the said Sum of fifty and two pounds; and for non-payment thereof, giving, and by these presents granting unto the said D.M. by the tenor hereof, my full, whole and absolute power and authority in the execution of the Premises, the said T.M. and W.M. or either of them, their, or either of the Heirs, Executors or Administrators, in my name or the name of my Executors or Administrators to arrest, sue, implead, imprison, and condemn and prosecute in any Court or Courts, whatsoever, and them, or any, or either of them out of Prison to release as precisely as the Law will it permit for recovery of the said debt and penalty. And upon recovery and receipt thereof to deliver up the said Obligation to be cancelled, and finally to do all and every other lawful act whatsoever for recovery of the said debt and penalty or any part thereof, without yielding any account thereof, or therefore, as to my said Attorney shall seem meet and expedient, as fully and effectually as I my self might or could do, or cause to be done in or about the Premises. And moreover I the said H.T. do by these Presents covenant and promise to and with the said D.M. his Executors and Administrators, that at the day of the date of these Presents I have not done, or caused or suffered to be done any act or thing whatsoever, whereby the said recited Obligation in any manner of ways released or discharged, and that neither my Self, my Executors or Administrators shall or will at any time hereafter release or discharge the same, or cause, or suffer the same to be released or discharged without the privity and consent of him the said D.M. his Executors or Administrators, in that behalf first had and obtained; provided nevertheless, that if T. W. of, &c. in the C. of, &c. Yeoman, his Executors, Administrators or Assigns, shall and do well and truly satisfy, pay or discharge one Obligation of one hundred pounds, bearing date the, &c. of, &c. last past, wherein and whereby the said T. W. standeth bounden unto A. W. of, &c. aforesaid Spinster, with Condition for payment of fifty one pounds and ten shillings of lawful Money of England, on the first day of, &c. next ensuing; that then these Presents to be revocable, and shall be utterly void and of none effect, any thing herein contained to the contrary in any wise notwithstanding. In witness whereof I the above-named H. T. have hereunto set my hand and seal the, &c. in the, &c.

A Grant of the Moiety of an Annuity during life.

THis Indenture made the, &c. in the year of our Lord God, 1652. Between A.B. of the Parish of, &c. in the County of K. Esq; the eldest Son of K.B. Widow, the late Wife of Sir R. B. Knight deceased, and S. the Wife of the said A. of the one part, and Sir G.H. of C. in the said C. Knight of the other part, witnesseth that the said A.B. and S. his Wife, for and in consideration of the Sum of 300 *l.* of lawful *English* Money to them in hand paid by the said Sir G.H. at and before the enfealing and delivery of these Presents, the receipt whereof and themselves therewith fully satisfied and paid, they the said A.B. and S. his Wife do hereby acknowledge, and thereof do release, acquit and for ever discharge the said Sir G.H. his Heirs, Executors and Administrators, by these Presents have granted, bargained, sold, aliened, released and confirmed, and by these Presents do fully and absolutely grant, bargain, sell, alien, release and confirm unto the said Sir G.H. one Annuity and annual Rent of 50 *l.* by the year, being the moiety or half part of one entire Annuity or annual Rent of 100 *l.* by the year, arising, due or payable to the said A.B. out of the Rectory or Parsonage impropriate of E. in the said C. of K. with the Appurtenances, or out of any part or parcel thereof, or out of all or any of the Messuages, Houses, Barns, Stables, Buildings, Yards, Courts and Gleab Lands, Tithes, Oblations, Obventions, Emoluments, Rents, Corn-Rents reserved, or other Rents, Fruits, Commodities, Profits or Advantages whatsoever to the said Parsonage and Rectory belonging, to have and to hold the said Annuity or annual Rent of 50 *l.* herein before mentioned to be bargained and sold unto the said Sir G.H. and his Assigns from the, &c. of, &c. last past before the date of these Presents, for and during the natural life of the said Sir G.H. or for the term of four-score years, if he the said Sir G.H. shall happen so long to live, in as large, ample and beneficial manner to all intents and purposes, as he the said A.B. and S. his Wife, or either of them, now hath, ever had, or could, or might, or can, or may in any wise grant, bargain, sell or release the same, and to the only use and behoof of the said Sir G.H. and his Assigns, and to no other use or purpose. And the said A.B. and S. his Wife, the said annual Rent of 50 *l.* herein before mentioned, to be bargained and sold by the year, against themselves and all other persons lawfully claiming, or to claim the same or any part thereof, by, from or under them, or either of them, unto the said Sir G.H. and his Assigns shall and will warrant and defend by these Presents. And the said A.B. and S. his Wife, do for their said lives, and either

of them, their, and either of their Heirs, Executors and Administrators, and every of them covenant, promise and grant, to and with the said Sir G.H. his Heirs, Executors and Assigns, and every of them by these Presents, in manner following, that is to say, that they the said A. and S. or one of them, for and notwithstanding any act or thing by them, or either of them heretofore done or suffered to the contrary, have or hath in themselves, or any of them, at the time of the enfealing of these Presents, good right, and lawful authority to grant, bargain, sell and release unto the said Sir G.H. and his Assigns, the said annua. Rent of 50 l. by the year, in such manner and form as is herein before mentioned and expressed, and further, that the said Sir G.H. and his Assigns shall or lawfully may during the natural life of the said Sir G.H. or the term of, &c. if the said Sir G.H. shall so long live, peaceably and quietly have, hold, enjoy and receive, attain and keep the said annual Rent or Sum of 50 l. by the year before granted, without the lawful let, suit, trouble, denial or disturbance, of or by the said A.B. and S. his Wife, or either of them, or any other person or persons lawfully claiming by, from or under them or either of them, their or either of their Estate, Right or Title: And further, that the said bargained Premises were, are and be, and so shall remain and continue to the said Sir G.H. and his Assigns during the natural life of the said Sir G.H. for the term of four-score years, if the said Sir G.H. shall so long live, free and clear, and freely and clearly acquitted and discharged, or else by the said A.B. and S. his Wife, or one of them, their or one of their Heirs, Executors or Administrators; sufficiently saved harmless and indemnified of and from all manner and other Gifts, Grants, Bargains, Sales, Estates, Leases, Joyntures, Dowers, Statutes, Judgments, Recognizances, Titles, Troubles and Incumbrances whatsoever at any time heretofore had, made, committed or suffered, or hereafter to be had, made, committed or suffered, by them the said A.B. and S. his Wife, or either of them; and the said A.B. and S. his Wife, do for themselves, their Heirs, Executors and Administrators, and every of them covenant and promise to and with the said Sir G.H. his Executors, Administrators and Assigns and every of them by these Presents, That they the said A.B. and S. his Wife, and all and every other person and persons now having or lawfully claiming, or which shall or may hereafter have or claim any lawful Estate, Right or Title in or unto the said bargained Premises, or any part thereof, by, from or under them the said A. and S. or either of them shall and will at all times during the space of five years next after the date of these Presents, if the said Sir G.H. shall so long live, at and upon the reasonable request, and at the proper costs and charges in the Law of the said G. and his Assigns

make, acknowledge and execute to the said Sir G.H. and his Assigns all and every such further and other lawful and reasonable act and acts, device, conveyance and assurance in the Law whatsoever, for the better holding and enjoying of the said 30 L. per annum herein before granted, according to the true meaning of these Presents, as by the said Sir G.H. and his Assigns or any of them, his or their Council learned in the Laws of this Nation shall be in that behalf advised or devised and required, to that such person and persons who are to make such further assurance as aforesaid, be not therein compelled to travel further than to the City of London and Westminster, which said other assurance is to be had and made as aforesaid shall be and enure, and shall be adjudged and taken to be and enure; and by the said parties hereby so declared to the only use and behoof of the said Sir G.H. and of his Assigns, and to none other use or purpose whatsoever. In witness whereof, &c.

Articles of agreement for the holding Copy-hold Lands from year to year, from the term of, &c. at a certain Rent, &c.

Articles of Covenants and Agreement, had, made and agreed upon the, &c. day of, &c. in the, &c. between R.C. of, &c. in the C. &c. Husbandman, E. his wife, P.C. their Son, and I.B. of, &c. in the said C. Husbandman of the one part, and T.P. of, &c. in the said Yeoman of the other part, viz.

W Hereas the said R. C. by certain Articles of Agreement Indented bearing date the, &c. in the, &c. year of, &c. made between the said R. C. and P. C. of the one part, and the said I. B. of the other part, did for the considerations therein mentioned, covenant, promise and grant to and with the said I. B. his Executors and Assigns, that he the said I.B. his Executors and Assigns, and every of them should have and enjoy from the date of the said Articles from year to year every year for and during the term of twenty five years then next immediately following, according to the custom of the Manor of, &c. all and singular the Lands, Meadows, Pastures, Feedings, Commons and Appurtenances belonging to a customary or copyhold Tenement, with the Back-side, Barns, Stables and Stalls thereunto belonging, and the West end of the Dwelling-house and the Room over-head, then in the possession of one S.S. except and always reserved unto the said R.C. and P.C. and every of them, their Assignee or Assigns, all the other part of the Dwelling-house, then in the possession of the said R. C. and P. C. with the Garden and one Cow-Pasture, and five Acres of arable Land, whereof one Acre and half lyeth at a place called the Quarre, one Acre by

by the piece in the East-field, half an Acre in Rutlands in the same Field, one Acre in the West-Rowden, and one Acre called Cecelies, with free ingress, egress and regress thertunto at all times and seasons convenient, without the lawful let, disturbance or interruption of him the said I.B. his Assign or Assigns, if they the said R.C. and P.C. or either of them shall happen so long to live; and likewise should have and enjoy during the said term limited as aforesaid, the use of the Eastern-part of the Back-side as it was then divided and appointed; all which recited Premises belongeth unto one customary or copy-hold-Tenement, with the Appurtenances in, &c. aforesaid, arcel of the Mannor of, &c. above-said, which the said R.C. then had and enjoyed during his natural life, according to the custom of the said Mannor, the Remainder whereof after the decease of the said R. being expectant unto the said P. his Son by way of succession according to the said custom, as in and by the said Articles of Agreement amongst other Covenants and Agreements therein also contained at large it doth and may appear; It is now concluded and agreed by and between the said parties to these Presents, touching and concerning the Premises in manner and form following, that is to say, First, The said I.B. for himself, his Heirs, Executors and Administrators, and every of them, doth covenant, promise and grant to and with the said T.P. his Executors and Assigns by these Presents, that he the said T.P. his Executors and Assigns, and every of them, for and in consideration of the Sum of 20 *l.* of lawful Mony of *England* (to be paid to the said I.B. by the said I. P. in manner and form hereafter expressed) shall and lawfully may for and notwithstanding any Act or Deed that the said I.B. hath done to the contrary have and enjoy from and after the day of the date hereof from year to year every year, for and during the term of ten years then next and immediately following, according to the custom of the said Mannor of, &c. all and singular the recited Premises mentioned in the said recited Articles of Agreement (except as is therein excepted) if they the said R. C. and P.C. or either of them so long shall happen to live without the lawful let, disturbance or interruption of him the said I.B. his Assign or Assigns.

And the said T. P. for himself, his Executors, Administrators and Assigns doth covenant, promise and grant to and with the said I.B. his Executors, Administrators and Assigns by these Presents; that he the said T.P. his Executors, Administrators and Assigns shall and will well and truly pay or cause to be paid unto the said I.B. his Executors, Administrators and Assigns, for the Rent of the said Premises, for the said ten years, the Sum of 20 *l.* of lawful mony of *England*, that is to say, 10 *l.* thereof at the Feast-day of the

Birth of our Lord Christ now next ensuing the date hereof; and the other 10 l. residue of the said Sum of 20 l. on the Feast day of the Nativity of St. John the Baptist now next also ensuing the date hereof; and that he the said T.P. his Executors or Assigns nor any of them shall sell, cut down, top, lop, or throwd any the Trees or Quick-fets growing upon the rected Premisses.

Item, The said R.C. and P.C. for themselves, and either of them, for himself, their Executors and Administrators and every of them doth covenant, promise and grant to and with the said T.P. his Executors and Assigns by these Presents, that he the said T.P. his Executors and Assigns, and every of them (for and in consideration that they the said R.C. and P.C. are indebted unto the said T.P. by Obligation in the Sum of 10 l. with condition thereunto for payment of 20 l. which Obligation is become forfeited, and which is now delivered up to the said R.C. and P.C. at the enfealing and delivery hereof to by cancelled) shall and may likewise have and enjoy from and after the date hereof from year to year every year, for and during the said term of ten years then next immediately following, according to the custom of the said Manor of, &c. the Milk house parcel of the said customary or copyhold Tenement, the Chamber over the Kitchin, and also the Back-Side and all other the Out-houses whatsoever, to the said customary or copy hold Tenement belonging, together with the use of the Kitchin and Back-side in common with the said R.C. and P.C. and further, That the said T.P. his Executors and Assigns for the consideration aforesaid, shall and may likewise have and enjoy during the said term, the said rected five Acres of arable Land so excepted and reserved unto the said R.C. and P.C. their Assigns and Assigns amongst other things out of the said rected Articles of Agreement as aforesaid (so as the said R.C. and P.C. and their Assigns shall and may have two Acres thereof yearly, the one to be sown to Wheat, and the other to Barley: The said R.C. and P.C. finding the Seed yearly, but to be dunged with the Fold, carted and sown by the said T.P. his Executors and Assigns, in as good sort, manner and form as the said T.P. Drudge, Ear and Sow his own Land) and together also with free ingress, egress and regress thereunto at all times and seasons convenient, without the lawful let, disturbance or interruption of the said R.C. and E. his Wife, and P.C. or any or either of them, if they the said R.C. and P.C. or either of them shall happen so long to live; and further also that it shall and may be lawful to and for the said T.P. his Executors and Assigns, to have and enjoy all other the Premisses herein mentioned according to the Covenant herein made by the said I.B. without any let, contradiction or denial of them the said R.C. and E. his Wife, P.C. or any or either of them.

Item, It is further concluded and agreed, that if the said R.C. shall happen to decease before the end of the said ten years, and that the said E. his Wife shall be then living whereby the said Premises shall come unto her during her Widowhood, according to the Custom of the said Mannor of, &c. that then she the said E. shall and will permit and suffer the said T.P. to hold and enjoy all the said Premises, during the remainder of the said ten years that shall be then to come next after the decease of the said R. If she shall so long live and continue a Widow.

Item, It is also concluded and agreed, that the said R.C. and P.C. or one of them or their Assigns, shall and will satisfy and pay or cause to be paid all Rents, Duties and other Payments whatsoever hereafter to be due, payable or issuing out of the Premises, and thereof discharge and acquit the said T.P. his Executors and Assigns during the said term; and shall and will also during the said term, repair and amend as well all the Houses and Buildings in and upon the Premises, as also every the Hedges and Fences of the Premises during the said term,

And the said T.P. for himself, his Executors, Administrators and Assigns, and every of them doth covenant, promise and grant to and with the said R.C. and P.C. and either of them their Executors, Administrators and Assigns by these Presents, that it shall and may be lawful notwithstanding these Presents, to and for the said R.C. and P.C. and their Assigns, to have and enjoy the Corn and Grain now growing and being in and upon the Premises for this Summer-season at times convenient, with free ingress, egress and regress, to cut, mow, carry away, and house the same in the Barn of the customary Tenement, and to use the said Barn for the thrashing out of the said Corn and Grain until the Feast of, &c. next coming.

Item, It is also agreed by and between the said parties to these Presents, That it shall be lawful to and for the said T.P. his Executors and Assigns in the end of the said Term, or Determination of these Presents, to have and to enjoy the Corn and Grain that shall be then growing, and being in and upon the Premises or any part thereof, with free ingress, egress and regress, to cut, mow, carry away, and to house the same in the Barn of the said Customary Tenement, and to use the said Barn for the thrashing out of the said Corn and Grain until the Feast of, &c. then after ensuing.

Item, It is also agreed, That the said T.P. his Executors and Assigns shall and will in the end of the said term lay in, mow the Meadows and Grounds of the Premises the first day of May, and to leave the same unto the said I.B. without suffering the same to be eaten with Cattel or spoiled; and shall and

will spend all the Straw and Fodder in and upon the Premises, that shall be yearly made in and upon the Premises, and now elsewhere, and shall and will also allow unto the said R.C. and P.C. an hundred and an half of Reed yearly to be laid upon the Hedges of the said Premises; And for performance of all and singular the Covenants and Agreements aforesaid, on the part and behalf of the said R.C. and P.C. or either of them, to be performed, they the said R.C. and P.C. do bind themselves, their Heirs, Executors and Administrators, unto the said T.P. his Executors and Administrators, in the Sum of 80 l. of lawful Mony of England, firmly by these Presents. In witness, &c.

An Obligation and a Condition from a Bailiff and his Sureties, to a High-Sheriff.

Know all Men by these Presents, That we A.B. C.D. E.F. of, &c. in the County of, &c. G.H. of in the County of, &c. and I.K. of in the County aforesaid do hold our selves to be firmly bound unto L.M. High-Sheriff of the County of, &c. aforesaid in, &c. pounds of good and lawful Mony of England, To be paid to the said High-Sheriff, or to his certain Attorney, Executors, Administrators or Assigns; To which payment well and truly to be made we bind ourselves, and every one of us by our selves for the whole, and with the whole, our Heirs, Executors and Administrators firmly by these Presents, sealed with our Seals, dated the, &c. in the year of our Lord, &c.

THe Condition of this Obligation is such, That whereas the above-named, &c. Esq; High-Sheriff of the County of, &c. aforesaid, hath made, assigned, constituted, ordained and established the above bounden, &c. Bailiff of the, &c. for and during all such time as the said, &c. shall be and continue High-Sheriff of the said County; If therefore the said, &c. during all the time aforesaid, do well and truly execute all Warrants, Precepts, Process and Commandments to him hereafter to be directed from the said, &c. and, &c. Gent. his Under-Sheriff, his or their Deputy or Deputies, and due and sufficient returns do well and truly make, and also do give notice of the execution thereof unto the said High-Sheriff, or Under-Sheriff in convenient time, before the return of the same and the Fees of them, and of and for every other cause, matter or thing whatsoever happening within the said, &c. due and payable within one month next after the receipt thereof, do pay or cause to be paid to the said High-Sheriff

or Under-Sheriff, his or their Deputy or Deputies, And that the said, &c. do not ask or levy any Fee or Fees due to the said High-Sheriff or Under-Sheriff, for the executing or doing of any Warrant or Precept whatsoever, but such as are warranted and justifiable by the Laws, Statutes and Customs of this Nation; And do also well and truly execute and return all Warrants, Precepts, Districings, or Livari facias, and Process to him directed from the Justices of Assize and Goal-deliver, Justices of Oyer and Terminer, Justices of the Peace, Coroners, Commissioners of the Sewers, Clerks of the County, and from all other Officers, Commissioners, and Ministers of the Kingdom, having Authority during all the time aforesaid, and further do levy and gather all such Sums of Money as the said High Sheriff shall be charged with by reason of the said Office, and leviable within the said, &c. being written or extracted to the said Bailiff, from the said High-Sheriff or Under-Sheriff, and do pay or cause to be paid to the said High-Sheriff or Under-Sheriff, the Sums of Money within one month after the receipt of the said Extract or Writing; And also if the said Bailiff do well and truly pay, or cause to be paid to the said High-Sheriff or Under-Sheriff the Sum of, &c. of lawful Money of England, for the Fee-farm of his, &c. and all other Rents and Fee-farms at the Feast of the Annunciation of the Blessed Virgin Mary, and St. Michael the Arch-Angel, by even and equal portions, due to the King within the said, &c. And also if the said Bailiff do deliver, or cause to be delivered in Writing unto the said High-Sheriff or Under-Sheriff, before, &c. next coming, the names of all such Free-holders within the said, &c. which have four pounds *per annum* Free-hold, or more, together with the names of the Towns wherein they dwell, and also the names of the Towns, Villages and Hamlets within the said, &c. And the Towns and Villages which ought to have return and execution of Writs: And also if the said Bailiff sh^ol give his personal Attendance upon the High-Sheriff and Under-Sheriff, as well as the County-Court, and such general Quarter-Sessions which the Bailiff of the said, &c. have usually in former times attended; as also at all other times when the said High-Sheriff or Under-Sheriff shall require his Attendance, and shall carefully and diligently do and execute whatsoever he shall be lawfully required to do at Assizes, Goal-deliveries, County Court, Quarter-Session, Coroners-Enquest, and all other Services to be done for the Kingdom; and all and every person and persons whatsoever, and at all and every time and times, upon every reasonable request to him on that behalf to be made; And also shall be attendant upon the said High-Sheriff and Under-Sheriff, his or their Deputy or Deputies, and Officers in and about conveying of Prisoners

ners to and from the Goal, &c. or to and from any place or prison whatsoever, to be appointed by the said High-Sheriff or Under-Sheriff, And also at the Execution of Prisoners aforesaid, and not to depart before Execution of Prisoners fully be had and done, and shall well and truly execute the Office of a Bailiff in all things during the said time : And if the said Bailiff do raise any distress upon every *alias* or *plures distringas*, which Issue, shall be directed to him out of the County Court, to be holden for the said High-Sheriff, and do make due and lawful returns of the same, and do safely keep such distress so taken for the use of the said High-Sheriff, in case the same be forfeited ; And also if the said, &c. his Executors and Administrators, do at all and every time and times hereafter, defend, save, keep harmless, and indemnified, the said High-Sheriff, and his Under-Sheriff, his and their Heirs, Executors and Administrators, and every of them, and his and their Lends, Goods and Chatte's, as well from and against the King and all and every person and persons whatsoever, concerning the Premisses, or any part of them ; And also for and concerning any Escape or Escapes of any Prisoner or Prisoners, that shall be in the custody of him the said, &c. within the said County, by him Arrested, to him hereafter to be committed upon any Warrant, Precept, or Commandment from the said High-Sheriff, or Under-Sheriff ; and for and concerning every other Matter, Cause or Thing whatsoever appertaining to his said Office, and the Secrets of the said High-Sheriff shall keep undisclosed and unrevealed, in all things that are lawful and shall also within convenient time deliver, or cause to be delivered, all Precepts, Warrants and Extracts to other Bailiffs of the said County, according to the directions he shall receive from the said High-Sheriff or Under-Sheriff, or any other by his or their commandment or appointment ; Then this present Obligation shall be void and of none effect, or else shall stand, remain and be in full force, power, effect and vertue.

A Condition to save harmless for payment of several Legacies.

THE Condition of this Obligation is such, That whereas M. D. late of S. I. in the County of M. Widow deceased, by her last Will and Testament in Writing, bearing date the, &c. of, &c. in the year of our Lord God, &c. did amongst other Legacies and Bequests, give and bequeath unto J. S. the Son of the within bounden W. S. &c. of lawful Mony of Eng^{land}, and to T. S. Daughter

Daughter of the said W.S. one Pewter-platter, one Pewter-dish, three Pewter-Saucers, and five Shillings of lawful Mony of England, and also to S.S. another of the said Daughters of the said W.S. five Shillings of like Mony, as by the same will more at large appeareth; which said Sums of five Shillings a piece, Pewter-platter, Pewter-dish, and three Saucers, the within named J.S. Executor of the last Will and Testament of the said M.D. hath at the request of the said W.S. at and before the enscaling and delivery hereof, paid, delivered and disbursed unto the said W.S. for the use and behoof of the said J.S. his Son, T. and S. his Daughters: If therefore the said W.S. his Executors and Administrators, and every of them, do from time to time, and at all times hereafter freely and clearly acquit, exonerate and discharge, or otherwise well and sufficiently save, defend and keep harmless the said J.S. his Executors and Administrators, and every of them, and all and every of his and their Lands, Tenements, Goods and Chattels, as well of, from and against the said J.S. T. and S. their Executors, Administrators and Assigns; As also of, from and against all other persons whatsoever, of, for and concerning the payment, delivery and disbursement of the said Sums of five Shillings a piece, Pewter-platter, Pewter-dish, and three Saucers, unto the said W.S. their Father, as aforesaid; and of, and from all such Actions, Suits, Costs, Charges, Damages, Expences and Demands whatsoever, which he the said J.S. his Executors, Administrators or Assigns, shall hereafter happen to incur, sustain or be put unto, for, or by reason of the payment, delivery and disbursement of the said Sums of five Shillings a piece, Pewter-platter, Pewter-dish, and three Saucers, for the use of the said J.S. T. and S. unto the said W.S. their Father, as aforesaid; That then this Obligation shall be void, or else it shall stand in full force and vertue.

*A Counter-Condition to save harmless from a Bond.
well pen'd*

THE Condition of this Obligation is such, That whereas the within named R.C. at the special Instance and Request, and for the only Debt of the within bound J.S. by one Obligation of the date hereof, is, and standeth jointly and severally bounden with the said J.S. unto J.T. of London Merchant in the sum or penalty of, &c. of lawful Mony of England; with conditions thereupon indorsed for the payment of, &c. of like lawful Mony of £. on the last day of February now next ensuing the

the day of the date within written, as by the same Obligation and Condition may appear; If therefore the said J. S. his Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid to the said J. T. his Executors, Administrators or Assigns, or some of them, on the said last day of February above-mentioned, at the now Dwelling-house of H. C. London Gent. situate in, &c. in London, the aforesaid Sum of, &c. and do thereby clearly exonerate, acquit and discharge the said R. C. his Executors and Administrators, as well of and from the same Obligation, as also of and from all Actions, Suits, Costs, Charges, Judgments, Executions and Demands whatsoever concerning the same, That then this present Obligation to be void and of none effect, or else to remain and abide in full force and vertue.

A Letter of Attorny to take possession according to the Contents of a Lease.

TO all People to whom this present Writing shall come, H. T. Citizen and Girdler of London, sends greeting in our Lord God everlasting, Whereas I the said H. T. have signed and sealed one Writing indented, bearing even date with these Presents, purporting a Lease to be made by me unto one, &c. of all that Messuage, with the Appurtenances near the Hospital, in, &c. in the County of, &c. late in the tenure or occupation of R. F. deceased, and other Lands and Hereditaments in the said Indenture mentioned. To hold from the first day of this instant February, unto the full end and term of five years from thence next ensuing, as by the said Writing indented more plainly appeareth, which Writing is not yet delivered as my Deed. Now know ye, That I the said H. T. have made, constituted, appointed, and in my place and stead put, and by these Presents do make constitute, appoint, and in my place and stead put, &c. my true and lawful Attorny, for me and in my name, place and stead to enter into and upon the said Messuage, Lands and Hereditaments in and by the said Writing indented, mentioned to the demised, or any part thereof; And after such entry made for me, and in my name, place and stead there upon the Premises to deliver unto the said, &c. or to his lawful Attorny in that behalf, the said Writing indented so by me signed and sealed as aforesaid, as the very Act and Deed of me the said H. T. And further to do whatsoever may be necessary in that behalf; and whatsoever my said Attorny shall do or cause to be done in the Premises, I the said H. T. do and shall ratifie, confirm and maintain, as if I had done the same in my own person. In witness whereof I the said H. T. have here-

hereunto set my hand and seal the, &c. day of *February*, in the year of our Lord, &c.

A short Lease of a Messuage and Lands to be void, on paying of one Shilling, it being the precedent Deed.

This Indenture made the, &c. day of *February* in the year of our Lord God, &c. between H. T. Chizen and Girdler of *London* of the one part, and R. I. of S. in the County of W. Yeoman, &c. of the other part, witnesseth, That the said H. T. for divers good causes and considerations him moving, hath demised, granted and to farm-letten, and by these Presents doth demise, grant and to farm-let unto the said, &c. all that Messuage, with the Appurtenances near the, &c. in, &c. in the County of G. late in the tenure or occupation of R. F. deceased, and all the Barns, Out-houses, Orchard and Garden thereunto belonging; And all that Close of Meadow or Pasture-ground thereunto adjoining, containing by estimation five Acres, be it more or less; and one little Ground, called or known by the name of Rederast, adjoining to certain Grounds there called Flankers Closes; And one other Close of Arable Land, called the Wood-Forslong, adjoining to the Lane there leading towards S. on the West; And all those arable Lands to the said Messuage, belonging or repared, or taken to belong thereunto, or which were therewith used, occupied or enjoyed by the said R. F. deceased, lying and being in the Fields of, &c. aforesaid, That is to say, five and forty Acres by estimation, be the same more or less, lying in the North-Field, and two and twenty Acres by estimation, be the same more or less, lying in the South of, &c. aforesaid; To have and to hold the said Messuage or Tenement, Land and Premises, with the Appurtenances, unto the said, &c. his Executors, Administrators and Assigns, from the first of this instant *February*, until the full end and term of five years from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly during the said term, one Pepper-corn at the Feast of St. Michael the Arch-Angel, if it shall be demanded. Provided always, That if the said H. T. his Executors, Administrators or Assigns, shall at any time hereafter pay or tender unto the said, &c. his Executors or Administrators, or to any other person or persons, to his or their, or any of their use or uses, the Sum of twelve pence in Money, for the making void of this present Indenture, and the Demise and Lease herein contained, That then and from thenceforth this present Indenture and Demise and Lease herein contained, shall cease and be void, any thing herein contained to the contrary notwithstanding: In witness whereof the said parties to these Presents, their hands and

and Seals interchangeably have set the Day and Year first above written.

An Award made between four Executors.

TO all Christian People to whom this present Writing quadripartite indented of Award shall come, S.W. Ceazer Knight, Master of the Rolls, sends greeting in our Lord God everlasting: This Indenture quadripartite also made the second day of A. in the fifth year of, &c. between Sir W.C. &c. one of the Executors of the last Will and Testament of R.C. &c. of the first party, S.T. Offey, &c. one other of the, &c. of the last Will and Testament aforesaid, of the second part, Sir T.L. &c. one other of the Executors of the said last Will and Testament of the third part, and Sir H.C. &c. one other Executor of the said last Will and Testament of the said R. of the fourth part, witnesseth; That whereas the said R. by his said Testament and last Will bearing date, &c. amongst divers and many Gifts and Legacies therein limited, bequeathed and appointed to sundry persons therein named, as by the same it may appear, hath given and bequeathed all the residue of all and singular his Goods, Chattels, Leases and other things whatsoever (his Debts, Funerals and Legacies being paid and performed) unto the said W.S. T.O. and T.L. whom together with the said H.C. his Brother he made and ordained his said Executors of his last Will and Testament aforesaid; and of the same he hath also made and ordained the said W.C. his Supervisor and Overseer, as by the same his last Will also at large it doth and may appear; and whereas for the avoiding of all Doubts, Variations, Controversies, Suits and Strifes, that may and might ensue and grow between the foresaid parties, touching the said last Will and Testament, and the true execution of the same: And for and concerning the said residue, surplusage and remainder of the Goods, Chattels and other things (after the said Debts, Funerals and Legacies discharged) every of the said parties, have compromised and faithfully promised, and further do severally covenant and grant, to and with others by these Presents, to stand too, obey, abide, perform and fulfil the Award and Judgment of the said W.C. Knight, Arbitrator between them indifferently named and chosen of and upon the Premises. Whereupon the same W.C. taking upon him the charge and business of the said Award, and willing, and minding, as much as in him is, the true execution of the said Testament, and that a final Peace, Unity and Concord shall be had and continued for ever between the said parties for and concerning the Premises, hath and doth by these Presents, by and with the full assent and consent of all and every the aforesaid

aforsaid parties, make, publish and declare this his present Award, Arbitrament and Judgment between the same parties, touching the Premises in manner and form as followeth, that is to say: First, The said Sir W.C. by these Presents doth award, judge and deem, and every of the parties before named, covenanteth and granteth severally for himself, his Heirs, Executors and Administrators, to and with the other of them, his and their Executors and Administrators, and every of them by these Presents in manner and form following; that is to say, That the same Executors, or any of them, shall not at any time or times hereafter, willingly or wittingly conceal, withdraw, or keep close, or cause to be concealed, withdrawn, or kept close from the said other Executors or any of them, or the Survivors or Survivor of them, all such Goods, Chattels, Leases, Debts, Credits, or other things whatsoever, as hath come, or shall happen to come to his, or their, or any of their hands, custody, possession or knowledge, that were, or did, or ought to appertain or belong to the said R.C. the Testator, or his Executors, to the intent the same or any part thereof should not be recovered, used, ordered, enjoyed or disposed by the same Executors, to their and every of their own proper use, most benefit, commodity and advantage, by equal portions in manner and form aforsaid.

That any of the Executors shall not conceal any of the Testators goods from the other Executors.

And it is further ordered and adjudged by the said Sir W.C. and also fully condescended and agreed between the said parties; and every of them severally doth covenant and grant for him, his Heirs, Executors and Administrators to and with the others by these Presents; That all the same Executors and every of them shall from henceforth both in Name and Deed, take upon him the full and due Execution of the foresaid last Will and Testament, so far as only to the Duty, Trust and Office of Executors appertaineth or ought to appertain. And furthermore, It is ordered, judged and awarded by the said Arbitrator, and also covenanted, granted and fully agreed between the said parties, and the said parties, and every of them, do severally covenant and grant to and with other of them by these Presents, That if at any time or times hereafter it shall be found and approved, that the aforsaid Testator is and ought to be

To execute the Testators Will and Trust reposed in them.

That the Executors shall bear all Costs and Charges of Suits in executing the Testators Will equally.

charged

charged either by Law or Conscience with any other Debt or Debts, Sum or Sums of Money, or other duties or things whatsoever, than at this present is well known and doth appear unto the said Executors, or if they or any of them, or the Executors of the Survivor of them, shall at any time or times hereafter happen to be charged with any manner of Suit or Suits, or other Charge or Charges whatsoever, for or by reason of the said last Will and Testament, or the due Execution thereof either in Law or otherwise, That then all and every the said Executors, and the Survivor and Survivors of them, and the Executors or Administrators of such of them which then shall be dead, and that their equal and indifferent costs, bear, support, pay and allow the same Charges, and every of them, any thing herein contained to the contrary in any wise notwithstanding.

Another form of an Award.

TO all Christian People, &c. I. S. Serjeant at Law send greeting, &c. Whereas divers Variances, Suits, Controversies, Debates and Demands have been heretofore had, moved, stirred and depending between A. B. &c. and C. D. &c. of, for and concerning, *reciting the matter in Controversie.* For the appeasing and pacifying of all which Suits, Debates, Variances, Controversies and Demands, either of the said parties by their mutual Assent and Consent have submitted themselves, and stand bounden each to other by their several Obligations bearing date, &c. in the Sum of, &c. apiece with several Conditions endorsed upon either of the same several Obligations, to stand to, obey, observe, perform, fulfil and keep the Award, Arbitrament, Ordinance and Judgment of me the said I. S. Arbitrator indifferently elected, named and chosen between the said parties, as well of, for and upon all and all manner of Actions, as well real as personal, Suits, Quarrels, Debts, Debates, Trespases and Demands whatsoever, had, moved, stirred or depending in controversy, between the said parties in any wise before the date of the said Obligations; So that the same Award, Arbitrament, Ordinance and Judgment of the said Arbitrator, of and upon the Premises were made, declared and yielded up in Writing on this side the tenth day of, &c. as by the same several Obligations and Endorsements thereupon made, more at large appeareth; whereupon I the said I. S. Arbitrator aforesaid, taking upon me the charge of the said Award and willing to set the said parties at a final end, Peace, Unity and Concord, of, for and concerning the Premises: have called both the said parties before me, and by good advice and deliberation have seen, heard, examined and perfectly understood, and perceived both their Rights, Title,

Estates

Estates, Interests, Demands, Evidences and Proofs in and to the Premises, and weighing, and pondering the effects and grounds of all the said matters and controversies, do now make, publish, give up and declare this my present Award indented between the said parties, by and with both their mutual consents and agreement of, for, and concerning the Premises in manner and form following, that is to say: First, I the said Arbitrator do by these presents, award, order, judge and deem and the said A. B. for his part doth covenant and grant for him, his Executors and Administrators to and with the said C. D. his Executors and Administrators by these presents, that, &c. as in other Awards, reciting the matters in variance.

A Lease of a Ferry.

THis Indenture made, &c. between, &c. witnesseth, that the said T. L. for and in consideration of, &c. hath demised, granted and to farm letten, and by these presents doth, &c. unto the said I. H. his Executors and Assigns, the moiety of the Passage, Ferry, Standage and Batelage of P. in the C. of, &c. together with all easements and commodities thereunto belonging, in as large and ample manner and form as T. H. or his Assigns hath heretofore had or enjoyed the same, or might, or ought to have had and enjoyed the same, to have and to hold the said moiety of the said Passage and Ferry, and all other the Premises by these presents mentioned to be demised, and every parcel thereof with the Appurtenances unto him the said I. H. his Executors, Administrators and Assigns from the Feast of, &c. unto the end and term of, &c. yielding and paying, &c. with a clause to make the Lease void for non-payment of the Rent. And the said I. H. doth covenant, &c. that he the said I. H. his Executors, Administrators and Assigns, at his or their own proper costs and charges, shall from time to time during the said term, maintain and keep such Boat or Boats, and all other things meet and convenient for the moiety, of the aforesaid passage and other the premises, as hath been heretofore commonly accustomed, and thereof shall from time to time during the said term, acquit, discharge or sufficiently save harmless the said I. L. his Heirs, Executors, Administrators and Assigns.

And that he the said I. H. his Executors or Assigns, shall from time to time during the said term, carry over or cause to be carried over the Ferry place aforesaid from P. to F. the said I. L. and his wife and their Heirs, Servants, Children, Horses and Stuff, when and so often as the said I. L. his wife and their Heirs, Children or any other of his Family shall require to have themselves, their Servants, Horses or Stuff to be carried over the said Ferry from P. to F. aforesaid, without demanding, taking or asking any thing therefore of the said I. L. his Heirs, Children or Family.

And the said L. L. doth Covenant, &c. that he the said L. L. his Heirs, Executors, Administrators or Assigns, shall be Discharged of all times hereafter, and from time to time during the quit-rent. said term, acquit and discharge or sufficiently see and keep harmless, as well the said moiety of the said passage or Ferry, and all and singular the afore-letten premises, and every part thereof, as also the said L. H. his Executors, Administrators and Assigns, of, for, and from all and all manner of payments whatsoever, which in respect of the said demised premises during the said term, shall grow due and payable to the Kings Majesty, his Heirs, Successors or Assigns, or to any other person or persons whatsoever, excepting the said yearly Rent of 3 l. before by these premises Assigned; and that the said L. L. and his Heirs, the said moiety of the said passage and Ferry, and all other the afore-letten premises with the Appurtenances unto the said L. H. his Executors, Administrators and Assigns, for the Rent above recited to be paid in manner and form aforesaid shall warrant and defend, during all the said term of twenty one years. In witness, &c.

A Release of Land in Exchange.

THis Indenture made, &c. between T. C. of, &c. and W. L. of, &c. and A. now Wife of the said W. L. and late Wife of R. B. late of, &c. of the other party, that whereas on or about the seventeenth day of, &c. now last past, there was certain agreements had and made between the parties to this present Indenture for and concerning the exchange of divers parts and parcels of their Lands, Lays, Meadows, Pastures and Hereditaments, with their Appurtenances lying and being in S. and W. and in either or one of them in the said County of Y. as hereafter is expressed, That is to say, first, that whereas the said W. L. had and was seized in the right of the said A. his Wife for and during the term of the natural life of the said A. of divers arable Lands, Lays, Meadows, Pastures, Haddes, Flats and Hereditaments lying and being dispersed in the Town and Fields of S. and W. aforesaid, or in one of them, commonly accounted to be and contain two hundred acres, be they more or less, now or late in the tenure or occupation of the said W. L. or of his Assigns; It was agreed between the said parties by the agreements aforesaid, that the said T. C. his Executors, Administrators and Assigns shall have and enjoy, for and during the term of sixty years, if the said W. L. and A. now Wife of the said W. L. should so long live together, all those and every the said Lands, Meadows, Pastures, Lays and Hereditaments before mentioned of them the said W. L. and A. his Wife lying in S. Fields and W. aforesaid, or in either or any of them,

them, In the said County of Y. (except as hereafter is excepted) and that in consideration thereof the said W. L. and A. his Wife, their Heirs and Assigns, should have and enjoy, for and during the term of sixty years, If the said W. L. and A. his Wife, should so long live together, all the arable Lands, Lays, Meadows, Pastures and Hereditaments, with the Appurtenances, containing by estimation two hundred acres, be they more or less, lying and being in the North-field of S. aforesaid, in the said County of Y. as the same was then measured, dowed and staken out by M. F. Gent. and I. B. then appointed by the said T. C. only Surveyors of the same Mannor, And also all those nine acres of Meadow, &c. by estimation lying and being in S. aforesaid, &c. It is now therefore fully concluded and agreed, by and between all the said parties to this present Indenture, that the same Premises shall be demised, and letten in exchange in manner and form hereafter following, that is to say :

The said W. L. and A. now his Wife have demised, granted and to farm let in exchange, and by these presents do demise, grant and to farm let in exchange unto the said T. C. all those their and either of their arable Lands, Layes, Meadows, Pastures, Hadds, Flats and Hereditaments, with the Appurtenances, set, lying and being within the three several fields of S. aforesaid called, &c. or in any of them in the said County of Y. containing by estimation two hundred acres, be there more or less, now or late in the tenure or occupation of the said W. L. or of his Assigns, which late were the inheritance of R. B. now deceased, and the inheritance whereof after his death descended and came unto I. B. as Son and Heir of the said R. B. except and out of this present demise and grant always reserved unto the said W. L. and A. his Wife, &c. as heretofore he or they have usually had and enjoyed, for and in respect of all the Premises, or as appurtenant to the same : To have and to hold the said arable Lands, Layes, Meadow, Pastures, Hadds, Flats, and Hereditaments, and all other the premises before mentioned, to be demised and granted by the said W. L. and A. now his Wife, as aforesaid, with their and every of their appurtenances (except before excepted) unto the said T. C. his Executors, Administrators and Assigns from the Feast of M. next coming after the date hereof, for, during and until the full end and term of sixty years, thence next &c. If the said W. L. and A. now Wife of the said W. L. do or shall so long live together yielding and paying therefore yearly during the said term by these presents granted unto the said W. L. and A. his Wife, and their Assigns 1*d.* of good Wheat at the Feast of M. only if it be lawfully demanded. In consideration whereof the said T. C. hath

demised, granted and to farm letten in exchange, and by these presents doth demise, grant and to farm let in exchange unto the said W. L. and A. his Wife, all and every the said arable Lands, Layes, Meadows, Pastures and Hereditaments, with their Appurtenances of him the said T. C. containing by estimation two hundred acres, be they more or less, lying and being in N. field of S. aforesaid as the same is now measured, dowed and staked out by the said F. M. and I. B. and also all those nine acres, &c. in a place there allotted and set out amongst other, for the Cottages there as aforesaid, to have and to hold all the said arable Lands, Layes, Meadows, Pastures and Hereditaments, and all and singular other the Premises, before mentioned, to be demised and granted in exchange by the said T. C. aforesaid, with their and every of their Appurtenances unto the said W. L. and A. his Wife and their Assigns, &c. for, during and until the full end and term of sixty years, from thence, &c. if the said W. L. and the said A. now Wife of the said W. L. do or shall so long live together, yielding and paying, &c. *ut antea*.

And the said W. L. doth by these presents covenant, &c. in manner and form following, that is to say,
Discharged of former estates and incumbrances. That they the said W. L. and A. now his wife, their Executors, Administrators and Assigns, or some of them shall and will from time to time and at all times from henceforth, for,

and during the said term of sixty years, if the said W. and A. now Wife of the said W. L. do or shall so long live together, clearly acquit, exonerate and discharge, or otherwise save and keep harmless and indemnified, as well the said T. C. his Heirs, Executors, Administrators and Assigns, and every of them, as also the said Premises before mentioned, to be demised and leased in exchange by the said W. L. and A. his Wife, to the said T. C. and every part and parcel thereof, of, and from all and all manner of former and other Estates, Charges, Incumbrances, Chief-Rents, Troubles and Demands whatsoever, had, made, committed or done by him the said W. L. and A. his Wife, or either of them, or by any other person or persons, lawfully claiming by, from, or under them or either of them, whereby or wherewith the same Premises or any part thereof, shall or may be charged or incumbered, or whereby the said T. C. his Executors, Administrators or Assigns shall or may be charged, incumbered or dampnified, of, or by reason of the same premises or any part thereof, except before excepted.

And likewise that he the said T. C. his Heirs, Executors, Administrators and Assigns shall or may at all times
For quiet enjoying. hereafter, and from time to time during the said

said term of sixty years, if the said W. and A. now Wife of the said W. L. do or shall so long live together, peaceably and quietly have, hold, occupy and enjoy all and every the premises to him the said T. C. demised and granted in exchange as aforesaid, and every part and parcel thereof with the Appurtenances, except before excepted, without any manner of lawful let, trouble interruption or disturbance of them the said W. L. and A. his Wife, or either of them, or of any other person or persons lawfully claiming, by, from or under them or any of them.

And the said T. C. doth covenant for himself at W. L. *mutat. mutand.*

And whereas it was intended and meant by, and between all the parties to these presents, That the said I. B. to whom the right of Inheritance of the premises mentioned to be demised to the said T. C. as aforesaid, doth belong and appertain, (being now in his minority) should have made and granted a lease in exchange unto the said T. C. of all the said lands and Premises to him the said T. demised as aforesaid, (by the said W. L. and A. his Wife) for the term of eighty nine years, and for the yearly rent of, &c. And that likewise in recompence, satisfaction and exchange thereof, the said T. C. should have granted in exchange unto the said I. B. a like Lease of the like term for eighty nine years, and for the yearly rent of 1 d. of the said Lands and premises demised and granted, to the said W. L. and A. his wife in exchange as aforesaid: and for that neither of the said Leases can be now perfectly made and finished; Therefore it is now further covenanted, concluded and fully agreed upon, by and between all the said parties to these presents in form following, *viz.*

And the said W. L. doth by these presents covenant, &c. that he the said W. L. shall do his best endeavour, *That as I find* that he may or can to procure and get the said *shall seal a lease* I. B. by his Deed indented to make, seal and deliver as his deed to the said T. C. his Heirs or *at his said age* Assigns within three months next after that he *of 21 years.* the said I. B. shall accomplish his full age of twenty one years, a sufficient demise, lease and grant in exchange of all and every the said Lands, Lays, Meadows, Pastures, Herediments and premises with their Appurtenances to him the said T. C. as aforesaid demised for the term of eighty nine years, and for the yearly rent of 1 d. and with and under such like and the same covenants, clauses and agreements as before in these presents are limited, expressed and set down on the part and behalf of the said W. L. to be performed and done.

And in consideration thereof, the said T. C. doth covenant, &c. that if the said I. B. or his Heirs do, and shall make, seal and deliver as his deed unto the said T. C. his Heirs or Assigns, the said Demise, Lease and Grant in manner and form as is aforesaid, by the said I. B. to be signed, sealed and delivered to the use of the said T. C. his Heirs or Assigns in the presence of three credible persons, whose names shall be subscribed or endorsed upon the same. That then he the said T. C. or his Heirs, at, and upon the receiving of the said Lease and Grant, shall and will (being thereupon required) make, seal and deliver in exchange unto the said I. B. or his Assigns, a like Lease of all and every the Premises to the said W. L. and A. his Wife, granted as aforesaid for such like term and number of years, and with and under such rent and covenants, as shall be contained and specified in the said Lease to be made by the said I. B. to the said T. C. as aforesaid. In witness, &c.

A Bargain and Sale of Lands mortgaged made from the Mortgagee and Mortgagor, before the day for Redemption to another.

THis Indenture made, &c. between H. B. R. H. of, &c. and M. C. of, &c. of the one party, and R. S. of, &c. of the other party witnesseth, that whereas Francis Beaumont of the Parish of Saint Martins in the Fields, in the County of, &c. by his Deed indented bearing date, &c. for the considerations therein mentioned and expressed, hath betaken, granted and to farm letten unto the said M. C. all that the Scite and capital Messuage or Mannor-house of *Hardwich*, with the rights, members and appurtenances whatsoever, situate, lying and being within the Lordship of *Cherisey*, in the County of *Berks*, &c. and all, &c. the words verbatim in the Original with the Habendum and Reddendum recited; as by the same Indenture amongst divers covenants, clauses and agreements therein contained more at large it doth and may appear: And whereas also the said M. C. by her Indenture of Assignment, bearing date, &c. for the consideration therein mentioned and expressed, hath granted, bargained, sold, aliened, assigned and set over unto the said H. B. and R. H. as well the said recited and mentioned Indenture, to her the said M. C. granted, as aforesaid, and the said Scite and capital Messuage of the said Mannor of H. Lands, Meadows, Feedings, Pastures, Demeasns Lands, Stock, and all and singular other the Premises thereby mentioned to be demised and granted, and every part and parcel thereof, with the Appurtenances; as also all the Estate, Right, Title, Interest, term of years then to come, and unexpired Reversion, Possess. ga

Possession, property, claim and demand whatsoever, which she the said M. C. hath, or had, or may, might, should or ought to have, or can, or may claim, challenge or demand, of, in, or to the said Scite and capital Messuages, Meadows, Feedings, Pastures, Demeasns Lands, Stock, and all and singular other the Premisses, with the Appurtenances, and of, in, and to every part and parcel thereof by force and vertue of the same Indenture to her the said M. C. made and granted as aforesaid, or any thing therein contained, or otherwise howsoever, *To have and to hold* the said Scite and capital Messuage, &c. *ut in Indent. de Mortgage*, unto the said H. B. their Executors, Administrators and Assigns, to the only proper use and behoof of them the said H. B. and R. H. their Executors, Administrators and Assigns, from the enscaling and delivery of the same Indenture of Assignment, for, during and untill the full end and accomplishment of all the rest and residue then to come, and unexpired of the said term of twenty one years by the said first recited Indenture to her the said M. C. granted as aforesaid, together with the same Indenture; In which said Indenture of Assignment, there is a certain Proviso or Condition contained in these words, or to this effect following, that is to say:

Provided always, that if the said M. C. her Heirs, Executors, Administrators or Assigns, or any of them do well and truly content and pay, or cause, &c. *Verbatim, as in the Assignment*; as by the same Indenture of Assignment amongst divers other covenants, grants, articles, clauses and agreements therein contained, more at large also it doth and may appear. Now this Indenture further witnesseth, that for, and in consideration of the sum of £50 l. of good, &c. to her the said M. C. in hand, at, and before the enscaling and delivery of these presents by the said R. S. well and truly paid, whereof and wherewith she the said M. C. and the said H. B. and R. H. acknowledge themselves fully satisfied and paid and thereof, &c. they the said H. B. and R. H. have bargained, sold, assigned and set over, and by these presents do, &c. unto the said R. S. the said first recited Indenture, and all the said Scite and capital Messuage of the said Mannor of H. Lands, Meadows, Feedings, Pastures, Demeasns Lands, Stock, and all and singular other the Premisses with the Appurtenances thereby mentioned to be demised and granted to the said M. C. and every part and parcel thereof, as also all the estate, right, title, interest, term of years yet to come and unexpired, reversion, possession, property, claim and demand whatsoever, which they the said H. B. and R. H. or either of them, have, or hath, or may, might, should or ought to have, of, in, or to the said Scite or capital Messuages, and other the Premisses with the Appurtenances, and of, in, and to every

part and parcel thereof, by force and vertue of the said Indenture of Assignment before mentioned, or any thing therein contained, together with the same Indenture of Assignment; to have and to hold, the said first recited, and the said Scite and Capital Messuage of the said Mannor of H. Lands, Meadows, Feedings, Pastures, Demeasn-Lands, Stock, and all and singular other the premises by the said Indenture demised, and every part and parcel thereof with the Appurtenances, (except before excepted) and all the said Estates, Right, Title, Interest, term of years yet to come and unexpired, reversion, possession, property, claim and demand whatsoever of them the said H. B. and R. H. and of either of them, of, in, and to the same premises, and of, in, and to every part and parcel thereof with the Appurtenances unto the said R. S. his Executors, Administrators and Assigns in such like, and in as large and ample manner and form to all intents and purposes as they the said H. B. and R. H. or either of them have, or hath, or may, or ought to have and enjoy the same premises by force and vertue of the same Indenture of Assignment to them the said H. B. & R. H. made and granted as aforesaid, or any thing therein contained, together with the same Indenture of Assignment: and also the said M. C. for the consideration aforesaid hath granted, bargained, sold, aliened, assigned and set over, and by these presents doth fully, clearly and absolutely grant, &c. unto the said R. S. the said first recited Indenture to her the said M. C. made and granted as aforesaid, and the said Scite and Capital Messuage of the said Mannor of H. Lands, Meadows, Feedings, Pastures, Demeasn-Lands, Stock, and all and singular other the premises by the same Indenture mentioned to be demised and granted, and every part and parcel thereof with the Appurtenances. And further the said M. C.

Confirmation. for the consideration aforesaid doth by these presents for her, her H.irs, Executors and Administrators, ratifie and confirm the said bargain, sale and assignment hereby made of the Premises by the said H. B. and R. H. to the said R. S. as aforesaid, and the Estate and Interest of the said R. S. in, and to the same, and every parcel thereof;

Release. and also remise, release and quit-claim unto the said R. S. his Executors and Assigns, the said Proviso or Condition before mentioned in the said Indenture of Assignment, contained concerning the Redemption of the premises from the said H. B. and R. H. as aforesaid, and all and every Covenant, Clause, Article and Agreement touching the same. And also all the Estate, Right, Title, Interest, term of years yet to come, and unexpired, reversion, possession, property, claim, condition, equity, benefit and demand whatsoever, which she the

said

said M. C. hath, or had, or may, might, should or of right ought to have, or can or may claim, of, in, or to the said Scite and capital Messuage of the Mannor of H. Lands, Meadows, Feedings, Pastures, Demesne Lands, Sock, and all and singular other the premises by the said Indenture, mentioned to be demised and granted, and in, and to every or any part or parcel thereof, with their appurtenances whatsoever, by force and virtue of the same Indenture, or of the said Indenture of Assignment, or the said proviso or condition therein contained, or either or any of them, or by any other ways or means whatsoever, or otherwise howsoever; *To have and to hold*, the said Scite and capital Messuage of the said Mannor of H. Lands, &c. and all and singular other the premises, in and by the said Indenture to her the said M. C. mentioned to be demised and granted, and every part and parcel thereof, with the appurtenances (except before excepted) and all the said Estate, Right, Title, Interest, term of years yet to come and unexpired, reversion, possession, property, claim and demand whatsoever of her the said M. C. of, in, and to the same premises, and every part and parcel thereof, with the appurtenances unto the said R. S. his Executors, Administrators and Assigns, to the only use and behoof of him the said R. S. his Executors, Administrators and Assigns, from the enfeoffing and delivery of these presents, for, during and until the full end or accomplishment of all the rest and residue yet to come and unexpired of the said term of twenty one years by the said recited Indenture, granted absolutely without any manner of condition, proviso or redemption, or other claim or demand whatsoever.

And the said H. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to, and with the said R. S. &c. and *For quiet enjoying discharged of incumbrances.* to, and with every of them by these presents, in manner and form following: that is to say, that he the said R. S. his Executors, Administrators and Assigns and every of them, for, and under the Rent, Covenants, Clauses and Agreements in, and by the said first recited Lease of the Premises reserved and mentioned on the part and behalf of the said M. C. her Executors and Assigns, to be paid, done and performed, shall or may at all times hereafter, and from time to time, for, and during all the rest and residue yet to come and unexpired of the said term of twenty one years by the said Letters Patents granted, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Scite and capital Messuages, &c. and all and singular other the premises herein before mentioned

mentioned, to be granted, bargained, sold, assigned and set over, and every part and parcel thereof with the Appurtenances, without the let, interruption or disturbance of him the said H. B. or of any other person or persons by his means or procurement : and that the same premises and every part and parcel thereof with the Appurtenances, now are, and be, and so at all times hereafter, and from time to time shall be, remain, and continue unto the said R. S. his Executors and Assigns free and clearly acquitted, exonerated and discharged, or otherwise upon lawful and reasonable request sufficiently saved and kept harmless, of, and from all and all manner, of former bargains, &c. had, made, committed or done by him the said H. B. or by any other person or persons by his assent, means or procurement : the rent, covenants, clauses and agreements, in and by the said before recited Indenture, reserved or mentioned, which on the part and behalf of the said M. C. her Executors and Assigns from henceforth, for or in respect of the Premises, are, or ought to be paid, done and performed, and the covenants, clauses and agreements in the said recited Indenture of Assignment expressed and contained, which on the part and behalf of the said H. B. and R. H. their Executors, Administrators and Assigns, or either or any of them, are, or ought to be observed, performed, fulfilled, and kept, only except and foreprised, *The like for R. H.*

And the said R. S. doth covenant, &c. to and with the said H. B. and R. H. their Executors, Administrators and Assigns, and every of them, at all times hereafter, and from time to time clearly to acquit, exonerate and discharge or otherwise sufficiently to save and keep harmless

the said H. B. and R. H. their Executors, Administrators and Assigns, and every of them, as well against the King, his Heirs and Successors as against all and every other person and persons whatsoever, of, for, and concerning the said rent, covenants, clauses and agreement before mentioned and excepted, and of, and from all manner of suits, charges, troubles, incumbrances and demands whatsoever, which, for, or by reason thereof at any time or times hereafter, can or may come, grow, or be, to or against the said H. B. and R. H. their Executors, Administrators or Assigns, or any of them.

A Covenant for quiet enjoying, discharged of incumbrances from M. C. as from H. B.

Another Covenant from R. S. to M. C. for discharging the rent to the King, as is last before to R. B.

And

And lastly, the said M. C. doth covenant, &c. to and with the said R. S. &c. that she the said M. C. her Executors and Administrators shall and will at *For further assurance, &c.* all time and times hereafter, for and during the space of two years next ensuing the date hereof, at the reasonable request, and at the costs and charges in the Law of the said R. S. his Executors or Assigns, do, make and execute, or cause to be done, made and executed, all and every such further, lawful and reasonable acts, things and devices in the Law whatsoever, for the discharge of any covenant, clause or agreement in the said recited Indenture of assignment mentioned and contained, wherewith the said R. S. his Executors or Administrators as Assignee or Assigns, of, or to the said H. B. and R. H. or either of them can or may be charged or chargeable, and for the extinguishing of the said Proviso or Condition in the said Indenture of Assignment contained, and of all such Estate and Interest as she the said M. C. her Executors or Administrators now hath or shall, can or may by any means have, claim or pretend to have in or to the Premises, or any parcel thereof.

And for the further, better and more perfect assurance, surety, suremaking and conveying of the said Schre and capital Messuage, and other the Premises, and of every part and parcel thereof unto the said R. S. his Executors and Assigns, for, and during all the rest and residue of the said term of twenty one years, which at the time of the making of any such further assurance, or doing any such act shall be to come and unexpired, as by the said R. S. his Executors or Assigns, or his or their Council learned shall be reasonably devised, advised or required.

A Bargain and Sale upon Condition made to Ffoffees in trust.

THis Indenture tripartite made, &c. between Sir H. H. &c. of the first part, R. L. and G. L. of the second Part, and E. T. and G. B. of the third Part: witnesseth, that the said Sir H. H. R. L. and G. L. for the considerations herein after mentioned, have granted, enfeoffed and confirmed, & by these presents, do fully, clearly and absolutely grant, enfeoff, confirm and deliver unto the said E. T. and G. B. all that the Mannor or Lordship of E. in the County of L. with all and singular the Rights, Members and Appurtenances of the same. And also all and singular the Messuages, Cottages, Lands, Teneaments, Meadows, Pastures, Feedlogs, Rents, Reversions, Services, Heaths, Moors, Commons, Closes, Woods, Underwoods, Wafis, Waifis, Straics, Escheats, Wards, Courts, Leets, Perquisites,

quilities, of Courts, Royalties, Profits and Hereditaments, with the Appurtenances to the same Mannors or Lordship belonging or in any wise appertaining, or which now be, or at any time heretofore within the space of thirty years now last past, have been used, reputed, accepted, known, occupied, let or set as part, parcel, right or member of the said Mannor or Lordship : and also all and singular other the Mannors, Messuages, Lands, Tenements, Rents, Reversions, Services and Hereditaments, situate, lying and being in E. and E. in the County of L. or either of them, which at any time heretofore were the possession or inheritance of Sir I. H. deceased Father of the said Sir H. And also all that the Advowson and Patronage of the Parish Church of E. aforesaid ; and all and singular the Rents and yearly Profits whatsoever reserved upon any demise or grant heretofore made or granted of the Premises or of any part or parcel thereof : and the Reversion and Reversions whatsoever, of all and singular the same Premises, and of every parcel thereof, and also the said H. H. R. L. and G. L. for the considerations herein after mentioned, have granted, assigned and confirmed, and by these presents do, &c. unto the said E. T. and G. B. all the Estate, Right, Title, Interest, Use and Possession whatsoever, which they the said Sir H. R. and G. and every or any of them have or hath, or may, might, should or of right ought to have, or claim, of, in, or to the said Mannor or Lordship, and all other the Premises herein before mentioned to be granted, enfeoffed, assigned or confirmed, and of, in, and to every part and parcel thereof, with the Appurtenances : together with all and all manner of Deeds, Evidences, Charters, Writings, Escripts and Minuments, which they and every or any of them have or hath, touching or concerning only the Premises or only any part or parcel thereof : to have and to hold the said Mannor or Lordship of E. Mannors Messuages, Lands, Tenements, Rents, Reversions, Services, Hereditaments and all and singular other the Premises herein before mentioned, to be hereby granted or conveyed, and every parcel thereof with the Appurtenances unto the said E. T. and G. B. and their Heirs, to the only uses, intents, provisions, conditions and limitations hereafter specified and declared, and to none other use, intent or purpose ; that is to say, to the only use and behoof of the said R. L. and G. L. and of their Heirs and Assigns for ever, with and upon the condition hereafter specified and declared ; that is to say.

Provided always, that if the said Sir H. H. &c. do well and truly satisfy, content and pay, or cause to be contented, satisfied or paid, unto the said R. L. and G. L. &c. the full sum of 4800 l. of good, &c. at or within, &c. at or upon the second day of M. 1641, without fraud or covin ; that then from and after the said

said payment so had and made, the use and uses, In, or by these presents Indentures, had, made, or limited to the said R.L. and G. L. their and either of their Heirs and Assigns: and also all and every estate which hereupon or by reason hereof, or any thing herein mentioned, is or shall be limited, vested or executed, in or to the said R. L. and G. L. their Heirs or Assigns, or any of them shall cease, determine, and be utterly void and of none effect: any thing in these presents contained to the contrary thereof in any wise notwithstanding: and that then and immediately from and after the said payment had or made to the said R. L. and G. L. their or either of their Heirs, Executors, Administrators or Assigns or any of them, of the said sum of 4800 l. of, &c. in manner and form as is afore expressed, declared and appointed; the said Grant, Feoffment, Conveyance and Assurance, and all and every other act or thing which after the date of these presents, and before the said second day of J. 164. shall be had or made by or between any of the said parties, or by their or any of their means or privy, or whereunto they or any of them shall be party or parties, shall be and shall be deemed and taken to be: and the said E.T. and G.B. and their Heirs, and all and every other person and persons, and their Heirs, that then shall stand, and be seized of the said Mannor and other the premises, or any of them, shall stand and be seized thereof, and of every part and parcel thereof to the only proper use and behoof of the said Sir H. H. and of his Heirs and Assigns for ever, and to none other use, behoof, intent or purpose whatsoever.

And it is further agreed by and between the said parties to these presents, and the said Sir H. H. doth covenant, &c. to and with, &c. that if the said Sir H. H. his Heirs, Executors, Administrators nor Assigns, nor any of them do pay or cause to be paid to the said R. L. and G. L. their nor either of their Executors, Administrators or Assigns, nor to any of them, the said sum of 4800 l. and every part thereof in manner and form abovesaid, but shall make default in payment of the same, or of any part thereof: that then and from thenceforth this present Grant, Feoffment and Conveyance of the Premises, and the said use before herein and hereby limited to the said R. L. and G. L. and their Heirs, shall stand, remain and be, and that then also and at all times from thenceforth all the said Mannors, Lands, Tenements, Hereditaments and all other the Premises with all and singular the Appurtenances shall be and remain for ever to them the said R. L. and G. L. their Heirs and Assigns, absolutely without any condition or limitation.

The Indenture and use therein limited to be void for non payment of the money mentioned in the proviso.

And

And the said R.L. and G.L. for themselves, their and either of their Heirs, Executors and Administrators, and for every of them do covenant, promise and grant by these presents to and with, &c. in manner and form following, that is to say, that neither they the said R.L. and G. L. nor any of them, nor their nor any of their Heirs or any of them, nor any other person or persons by their or any of their procurement, means or assent, shall or will do, commit, or wittingly or wilfully suffer any act or thing, whereby or by means whereof there shall or may ensue or happen any let or hin-

derance to the raising or vesting of the said use herein limited to the said Sir H. H. and his Heirs, by the payment of the said 4800 l. according to the intent, purport and true meaning of the said condition or proviso; and that in case the said Sir H. H. his Heirs, Executors, Administrators or Assigns, or any of them do well and truly satisfie, content and pay, or cause to be satisfied, contented and paid unto the said R. L. and G. L. or either of them, or the Heirs, Executors, Administrators or Assigns of them or either of them, the said sum of 4800 l. of, &c. at or upon the second day of J. &c. according to the true intent and meaning of the said proviso or condition, that then the said Sir H. H. his Heirs and Assigns and every of them shall or may from henceforth for ever have, hold and enjoy all the said Mannor or Lordship, Lands and Tenements with all and singular their Appurtenances to his and their own proper use and behoof without any let, trouble, incumbrance or interruption, of or by the said R.L. and G.L. or either of them, their or either of their Heirs or Assigns, or any of them, or of any other person or persons, by, or with their or any of their means, act, assent or procurement.

And that then also they the said R. L. and G. L. their and either of their Heirs and Assigns, and all others which then, or at any time then after shall have, or rightfully claim to have any lawful Estate, Right, Title or Interest, of, in, or to the said Mannor or Lordship, Lands, Tenements and Hereditaments, or any part or parcel thereof, by, from or under the said R. L. and G. L. or either of them, shall and will at all and every time and times, from, and after such payment had and made to the said R. and G. or either of them, or the Executors, Administrators or Assigns of them, or either of them of the said sum of 4800 l. of, &c. in manner and form as aforesaid, for, and during the space of three years then next ensuing, at and upon reasonable

Not to do any act to hinder the raising of the use limited in the Covenants for quiet enjoying and making further assurance upon payment of the money mentioned in the Proviso.

For further assurance.

reasonable request to them or either of them to be made, and at the only costs and charges in the Law of the said Sir H. H. his Heirs or Assigns, or some of them, make, do, acknowledge, suffer and execute, or cause to be made, acknowledged, suffered, &c. unto the said Sir H. H. his Heirs and Assigns for ever, all and every such further lawful and reasonable act and acts, thing and things, assurance and assurances, conveyance and conveyances, in the Law whatsoever, with warranty only against themselves and their Heirs, or else without warranty for the better, more perfect, sure and absolute making and assuring of all and singular the said Mannor or Lordship, Lands, Tenements, Hereditaments and other the Premises, with the Appurtenances unto the said Sir H. H. his Heirs and Assigns: be it by Fine, Feoffment, Recovery or Recoveries, Deed or Deeds enrolled or not enrolled, the enrolment of these presents, release, confirmation or by all, or any of them, or otherwise by any other lawful and reasonable act or device, as shall be reasonably devised or advised by the Council learned of the said Sir H. H. his Heirs or Assigns. And also he the said Sir H. H. his Executors, Administrators and Assigns, and every of them, not doing, nor committing any voluntary waste above the value of 10 l. of, &c. shall or may at all times from henceforth until the third day of J. &c. without the let, trouble, interruption, or disturbance of, or by them the said R. L. and G. L. or either of them, their or either of their Heirs or Assigns, or either of them, or of any other rightful claiming, from, by, or under them, or any of them, peaceably and quietly have, take, receive, perceive and enjoy the Rents, Issues and Profits of all and singular the said Mannor or Lordship, Lands and Tenements, and other the Premises before here mentioned to be hereby granted and conveyed, and every part and parcel thereof, without any account to be made or yielded unto the said R. L. and G. L. or either of them, their or either of their Heirs, Executors or Assigns, of, or for the same, this Indenture or any thing therein contained to the contrary thereof, in any wise notwithstanding; and that neither the said R. L. and G. L. their Heirs or Assigns, nor any of them, shall nor will take any of the rents, issues, revenues or profits of any the Premises, or of any part thereof, which shall grow, arise or come in or out of the Premises, or any part or parcel thereof before the said third day of, &c.

That the Mortgager shall enjoy the issues and profits of the Lands until the day of payment.

And

And it is futher covenanted, concluded and agreed by and between the said parties to these presents, and the true intent and meaning of the same parties to these presents is: and the said R. L. and G. L. do by these presents further covenant, &c. to and with, &c. that if neither the said Sir H. H. his Heirs nor Assigns, nor any of them do pay or cause to be paid unto the said R. L. and G. L. their Heirs, Executors, Administrators or Assigns, nor to any of them the said sum of 4800 l. of, &c. in manner and form as is before limited and appoynted for the payment of the same, whereby the said Estate of the said R. L. and G. L. shall become absolute; that then they the said R. L. and G. L. their Heirs, Executors, Administrators or Assigns, or some of them shall and will well and truly content and pay, or cause to be paid unto the said Sir H. H. his Executors, Administrators or Assigns, or some of them at or in, &c. the sum of 1000 l. of, &c. at or upon the third day of M. 1642. as the residue, and in full satisfaction of the clear and absolute purchase of the said Mannor or Lordship, Lands, Tenements, and other the Premises without fraud covin or further delay, unto them the said R. L. and G. L. their Heirs and Assigns to the only proper use and behoof of them the said R. and G. their Heirs and Assigns for ever.

And the said Sir H. H. doth covenant, &c. to and with the said E. L. and G. L. &c. that if the said Sir H. H. his Heirs, Executors, Administrators nor Assigns, nor any of them do well and truly pay or cause to be paid unto the said R. L. & G. L. nor to the Heirs, Executors, Administrators or Assigns of them, nor any of them, the said sum of 4800 l. of, &c. before mentioned in manner and form as aforesaid, according to the intent and true meaning of the said Proviso or Condition before herein expressed: that then he the said Sir H. H. his Tenants, Farmours, and Assigns and every of them (other than such as be hereafter excepted) shall and will deliver, yield up and relinquish unto the said R. L. and G. L. their Heirs or Assigns, or the Survivor or Survivors of them, the peaceable and quiet possession of the said Mannor or Lordship, and of all other the Premises with the Appurtenances, without any let, trouble, contradiction or interruption. And that then also he the said Sir H. H. his Heirs and Assigns, and Dame R. his Wife, and all and every other person or persons now having or rightfully claiming, or which at any time or times hereafter shall or may lawfully have, claim or pretend

To relinquish possession after default of payment of the Sum contained in the Proviso.

Further Assurance.

to

to have any manner of Estate, Right, Title, Use, Interest, Condition or Possession, of, in or to the said Mannor or Lordship, and other the Premises, or any part thereof, other than such person and persons, whose estates, interests and terms are excepted in one former Indenture bearing date, &c. made between the said Sir H. of the one party, and the said R.L. and G.L. of the other party, for and in respect only of their Leases and Terms, by and in the said last mentioned Indenture excepted, shall and will at all and every time and times, from and after such default of payment, had or made of the said Sum of 4800 l. for and during the space of seven years then next ensuing, at and upon reasonable request to him, her or them to be made, and at the only costs and charges in the Law of the said R.L. and G.L. or any of them, or the Heirs or Assigns of them, or of one of them, make, do, &c. as in otherlike Covenants, &c. And that the said R. L. and G.L. their and either of their Heirs and Assigns, and every of them, and all and every person and persons which at any time and times after the said default of payment of the said Sum of 4800 l. of, &c. had and made, as aforesaid, shall have any Estate, Right, Title or Interest, of, in or to the said Mannor or Lordship, Mannors, Lands, Tenements and other the Premises, or any part thereof, by, from or under the said R. L. and G.L. their Heirs or Assigns, or any of them, shall or may at all times from and after the said default of payment of the said Sum of, &c. had or made, for ever peaceably and quietly have, hold, occupy and enjoy all the said Mannor and Lordship, Mannors, Lands, Tenements and other the Premises, without any let, trouble, vexation or interruption of or by the said Sir H.H. his Heirs or Assigns, or any of them, or of, or by any other person or persons whatsoever, except as in and by the said Indenture of Bargain and Sale, bearing date the said, &c. made between the said Sir H.H. of the one party, and the said R. L. and G. L. of the other party, for and in respect only of the Estates and Interests, in and by the same Indenture excepted.

And lastly, The said R.L. and G.L. do by these Presents further covenant, &c. to and with the said Sir H.H. &c. that in case the said Sir H. his Heirs, Executors, Administrators or Assigns, or any of them, do well and truly pay, or cause to be paid unto the said R. L. and G. L. or one of them, or to the Heirs, Executors, Administrators or Assigns of them, or of one of them, the said Sum of 4800 l. of,

To deliver up a Statute upon payment of the Money mentioned in the Preamble.

&c. on the second day of J. &c. at or, &c. according to the purport, intent and true meaning of the said Proviso or Condition, without fraud or covin, that then they the said R.L. and L.G. or one of them, their or either of their Heirs, Executors, Administrators or Assigns, or some one of them, shall and will within convenient time after the said payment so had and made, deliver or cause to be delivered to the said Sir H.H. his Executors, Administrators or Assigns, at or, &c. one Writing Obligatory or Recognizance in the nature of a Statute-staple bearing date, &c. taken sealed and acknowledged before, &c. wherein the said Sir H. H. is and standeth bound unto the said R.L. in the Sum of, &c. to be cancelled and made void.

And further, the said Sir H.H. R.L. and G.L. have made, ordained, constituted, and in their stead and place by these Presents have put and authorized A. B. &c. their true and lawful Attornies, joyntly and severally for them, and in their names, to enter into the said Mannor or Lordship and other the Premises, and into every or any part thereof in the name of the whole, and possession and seisin thereof, or of any part or parcel thereof in the name of the whole, in their names, and to their use, to take, and after such possession and seisin thereof, and of every part and parcel thereof so had and taken, to deliver full and peaceable possession and seisin thereof to the said R.T. and G. B. or to their Attorney in that behalf appointed, to have and to hold to the said R.T. and G.B. according to the Limitations, Uses, Provisoes and Conditions before herein expressed, and according to the tenor, purport, effect and true meaning of this present Indenture tripartite, holding firm and stable all and whatsoever their said Attornies or either of them shall do or cause to be done in or about the Premises by these Presents. In witness, &c.

For her.

Memorandum, That the fourth day of M. in the, &c. peaceable and quiet possession and seisin of the Mannors, Messuages, Lands, Tenements and Hereditaments in E. and F. within specified, was taken, had and delivered by the Attornies within named, to the within named E.T. and G.B. according to the tenor and true meaning of this present Indenture to the Uses, Provisoes, Conditions and Limitations mentioned in the same Indenture, in the presence of those whose names be subscribed:

Memorandum, Likewise, that the day and year abovesaid A. B. C.D. E.F. &c. did agree to this present Grant within written, and did severally Attorn Tenants to the said E.T. and G.B. according

Attornment.

to this present Grant, in the presence of those whose names are subscribed; and in witness thereof the said A. B. C. D. E. F. &c. have hereunto set their Forster hands.

An Indenture of Bargain and Sale absolute.

THis Indenture made, &c. between Sir R. M. of, &c. of the one party, and R. H. and G. H. &c. of the other party, witnesseth, That the said Sir R. M. for and in consideration of the Sum of 600 L. &c. to him in hand, at, and before the enscaling and delivery of these Presents, by the said R. L. and G. L. well and truly paid, whereof, and wherewith he acknowledgeth himself fully satisfied and paid, and thereof, and of every part and parcel thereof doth clearly acquit, exonerate and discharge the said R. L. and G. L. their and either of their Heirs, Executors and Administrators and every of them for Forster consilium. ever by these Presents, hath given, granted, bargained, sold and confirmed, and by these Presents doth fully, clearly and absolutely give, grant, bargain, sell and confirm unto the said R. L. and G. L. their Heirs and Assigns for ever, all that the Mannor and Lordship of C. in the County of, &c. with all and singular the Rights, Members, Liberties, Privileges, Royalties and Appurtenances thereof whatsoever: And all that the Rectory and Parsonage of C. aforesaid, with all Gleab-lands, Tithes of Corn Grain and Hay, Oblations, Obventions, Fruits, Profits and Commodities whatsoever, of what nature, kind or quality soever they be, or by whatsoever name or names they are called or known to the said Rectory and Parsonage incident, belonging or appertaining, or reputed or known to be part, parcel or member thereof, or to or with the same now, or at any time heretofore usually occupied or enjoyed, coming, growing, renewing and increasing within C. and S. in the County of, &c. and the advowson, gift, free disposition, and right of patronage of the Vicaridge and Church of C. aforesaid, with the Appurtenances in the said County of, &c. And also all and singular Messuages, Mills, Houses, Edifices, Buildings, Barns, Stables, Dove-Houses, Yards, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Leasows, Commons, Waste-grounds, Heaths, Furzes, Moors, Marshes, Woods, Under-woods, Water, Waters, Fishings, Fishing-places, Streams, Rivers, Banks, Ponds, Fleets, Reversions, Services, Courts, Leets, View of Frank-pledge, Perquisites and Profits of Courts and Leets, and all that to Courts, Leets and View of Frank-pledge doth belong or appertain, Goods and Chattels waived and estrayed, Goods and Chattels of Felons and Fugitives, Felons of themselves, and of

Persons outlawed, Fees, Wards, Marriages, Escheats, Reliefs, Rectors, Fines, Amerciaments, Liberties, Priviledges, and all other Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Mannor and Lordship, Rectory and other the Premises herein before mentioned, meant or intended to be hereby given, granted bargained and sold, and to every or any of them by any means belonging or appertaining, or with the same, or any of them as part, parcel or member thereof, now or at any time heretofore demised, let, used, occupied, reputed or enjoyed with all and singular their Appurtenances; and also all and singular Messuages, Lands, Tenements, Rents, Reversions, Services and Hereditaments whatsoever of him the said R.M. in C. and S. aforesaid, and in H. and S. in the said County of, &c. and in every or any of them; and also all and singular Rents and yearly Profits whatsoever, reserved upon any Demise, Lease or Grant, Demises, Leases or Grants heretofore made or granted of the Premises, or of any part or parcel thereof; and the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, and of every part and parcel thereof; and also the said R.M. for the consideration aforesaid, hath granted, bargained and sold, and by these Presents doth fully and clearly grant, bargain and sell unto the said R.L. and G.L. their Heirs and Assigns for ever, all the Estate, Right, Title, Interest, Use, Possession, Reversion, Remainder, Property, Condition, Claim and Demand whatsoever, which he the said R.M. hath or had, or shall, should, may, might, or of right ought to have or claim of, in or to the said Mannor and Lordship of C. Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments and all and singular other the Premises, with the Appurtenances before, in and by these Presents granted, bargained and sold, or of, in, or to any part or parcel thereof, to have and to hold all the said Mannor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Meadows, Feedings, Pastures, Commons, Rents, Reversions, Services, Hereditaments and all and singular other the Premises herein before mentioned, meant or intended to be hereby given, granted, bargained and sold, and every part and parcel thereof, with all and singular the Rights, Members and Appurtenances unto the said R.L. and G.L. their Heirs and Assigns, to the only proper use and behoof of them the said R.L. and G.L. and of their Heirs and Assigns for ever. And the said R. M. and his Heirs the said

Habendum.

Mannor, &c. *ut in al. warrant. Dec. in curia*
res, &c.

Warranty.

Warranty.

An Indenture of Covenants to the former Indenture : whereupon a Recovery is passed.

THIS Indenture made the, &c. between Sir R.M. of, &c. of the one party, and R.L. &c. and G.L. of the other party ; Whereas the said R.M. by an Indenture of Bargain and Sale bearing the date hereof, and sealed and delivered with these Presents for the causes in the same Indenture mentioned and expressed, doth give, grant, bargain, sell and confirm unto the said R.L. and G.L. their Heirs and Assigns for ever, all that the Mannor and Lordship of C. &c. and divers other Lands and Tenements, as by the same Indenture of Bargain and Sale amongst other Covenants, Grants and Agreements therein mentioned more at large it doth and may appear. Now this Indenture witnesseth, that the said R.M. for the consideration in the said Indenture of Bargain and Sale mentioned, hath bargained and sold, and by these Presents doth bargain and sell unto the said R.L. and G.L. their Heirs and Assigns for ever, All and all manner of Deeds, Evidences, Charters, Writings, Escripts, *For delivery of Court-Rolls, Books of Survey, Books of Account, Rentals, Counterparts of Leases, Terriers, Boundaries and Minuments whatsoever, any way touching or concerning the said Mannor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements and other the Premises, with the Appurtenances, or any part or parcel thereof: All which said Deeds, Evidences, Charters, Writings, Escripts, Court-Rolls, Books of Survey, Books of Account, Rentals, Counterparts of Leases, Terriers, Boundaries and Minuments before mentioned, or so many of them as now be in the hands, custody or possession of the said R. M. or of any other person or persons to his use, or by his delivery or which he knowing where they are, may lawfully get or come by without Suit in the Law, together with true Copies of all Deeds, Evidences, Writings and Minuments as do touch or concern the Premises, or any part or parcel thereof, joyntly with any other Lands or Tenements, the same Copies to be written and copied out at the costs and charges of the said R.L. and G.L. their Heirs and Assigns ; and the said R.M. for himself, his Heirs, Executors and Administrators doth covenant, &c. to and with the said R.L. and G.L. their and either of their Heirs and Assigns, and every of them by these Presents to deliver, or cause to be delivered unto the said R.L. and G.L. their Heirs and Assigns, or to some of them, on this side and before the Feast of, &c. *For being seized, whole, safe, uncanceled and undefaced.**

And the said R.M. doth covenant, &c. in manner and form following, *viz.* That he the said R.M. at the time of the enfealing and delivery of these Presents, is and standeth, and so until a good and lawful Estate shall be vested and executed in the said R. L. and G.L. and their Heirs, according to the intents and true meaning of these Presents shall be and stand, and be the very true, sole, lawful and perfect Owner, and rightfully and absolutely seized of the said Mannor and Lordship, and of all and singular other the Premises, with the Appurtenances in the said Indenture mentioned, meant or intended to be thereby given, granted, bargained and sold in his Demesne, as of Fee-simple or Fee-tail general to his own proper use and behoof, without any manner of Condition or Limitation of any Use or Uses to alter, change or determine the same; and that there is not, nor

No reversion in the King.

before the execution or vesting of the said Estate there shall be any Reversion or Remainder thereof, or of any part or parcel thereof,

&c. or in any other person or persons: And also that he the said R.M. now hath, and until the executing and vesting of the said Estate, shall have full power, lawful and rightful authority to convey and assure the said Mannor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments, and all and singular other the above-mentioned, bargained Premises, with the Appurtenances unto the said R.L. and G.L. their Heirs and Assigns for ever in form aforesaid.

And the said R.M. doth covenant, &c. that the said Mannor and Lordship, Rectory, Advowsons, Messuages, Lands, Tenements, and all and singular other the Premises before, by the said Indenture given, granted, bargained and sold, or meant, mentioned or intended to be thereby given, granted, bargained and sold, and every part and parcel thereof with the Appurtenances, at the enfealing and delivery of these Presents, are and be, and so at all times hereafter for ever shall be, remain and continue unto the said R.L. and G.L. their Heirs and Assigns, free and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved and kept harmless of, and from all and all manner of Bargains, Sales, Gifts, Grants, Leases, Joyntures, Dowers, Annuities, Statute-Merchant, and of the Staple, Recognizances, Uses, Wills, Intails, Fines for Alienation without Licence, Post-fines, Rents-Charge, Rents-Seck, Arrerages of Rents, Amerciaments, Introsions, Primer-seisins, Condemnations, Judgments, Extents, Executions, Claims, Duties, Debts of Record, Debts to the, &c. and of, and from all other Charges, Estates, Titles, Troubles, Incumbrances and Demands whatsoever, had, made, committed, suffered or done,

or

or hereafter to be had, made, committed, suffered, or done by Sir I.M. deceased, Great Grand-Father of the said R.M. his Heirs and Assigns, or by W.M. Arbitrator deceased, Grand-Father of the said R.M. his Heirs or Assigns, or by the said R.M. his Heirs or Assigns, or any of them, or by any other person or persons whatsoever, having, or rightfully claiming or pretending to have, or which at any time or times hereafter shall have or rightfully claim, or pretend to have any lawful Estate, Right, Title, Interest or Demand, of, in and to the said Mannor and Lordship and other the Premises, or of, in or to any part or parcel thereof, in, by, from or under them or any of them, or by their or any of their Assent, Means, Consent, Title, Interest, Act, Sufferance or Procurement, the chief-Rent and Services from henceforth to grow due to the chief Lord or Lords of the Fee or Fees of the Premises, for, and in respect only of his or their Seignlory and Seigniories, only except and foreprised, and also except, &c. and also except one Lease, &c. whereupon the yearly Rent of 10 l. is reserved, which shall or may be yearly from and after the fifteenth day of, &c. be due and payable unto the said R.L. and G.L. their Heirs and Assigns during the continuance of the same excepted Lease: Provided always that if the said R.M. his Heirs, Executors, Administrators or Assigns, or any of them do well and truly pay or cause to be contented and paid unto the said R.L. and G.L. their or either of their Executors, Administrators or Assigns, the full Sum of 800 l. of, &c. on the, &c. at or, &c. that then as well this present Indenture, as the said recited Indenture of Bargain and Sale and every of them, and every Covenant, Grant, Article, Clause and Agreement in them, and every of them contained, on the part and behalf of the said R.M. his Heirs, Executors or Administrators to be performed and kept, shall immediately from thenceforth cease, determine and be utterly void, frustrate and of none effect; and that then also, and from thenceforth it shall and may be lawful, to and for the said R.M. his Heirs and Assigns into the said Mannor and Lordship, Rectory, Messuages, Lands, Tenements, Hereditament and other the Premises, with the Appurtenances, and into every or any part or parcel thereof to re-enter, and the same to have again, enjoy and re-possess, as in his and their first and former Estate, any thing in these Presents contained to the contrary thereof in any wise notwithstanding.

And furthermore the said R.M. doth covenant, &c. that if default shall be made of the payment of the said Sum of 800 l. upon the said fifteenth day of, &c. at the place of payment aforesaid: That then and from and after such default of payment so thereof, or any part or parcel

*For quiet enjoying
after default of
payment.*

thereof had or made, they the said R. L. and G. L. their Heirs and Assigns, and every of them, shall or may from time to time, and at all times for ever, according to the tenor, purport and true meaning of these Presents, peaceably and quietly have, hold, occupy, possess and enjoy the said Mannor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments and all and singular other the Premises, with the Appurtenances, and every part and parcel thereof, without any manner of let, trouble, interruption, eviction, expulsion or disturbance of him the said R. M. his Heirs or Assigns, or of any other person or persons whatsoever lawfully claiming by, from or under him the said R. M. or by, from or under the said I. M. Great-Grand-Father of the said R. M. or by, from or under the said I. M. or by, from or under the said R. M. Father of the said R. M. except before excepted.

And the said R. L. and G. L. do covenant, &c. that he the said R. M. his Heirs, Executors, Administrators and Assigns, and every of them shall or may without the let, trouble, molestation or interruption of the said R. L. and G. L. their Heirs or Assigns, or of any other rightfully claiming, from, by or under them, either or any of them, peaceably and quietly have, hold, perceive, receive, take and enjoy the Rents, Issues and Profits of all and singular the said Mannor and Lordship, Rectory, Messuages, Lands, Tenements, Hereditaments and all and singular other the Premises before mentioned to be given, granted, bargained and sold by the said recited Indenture, and of every part and parcel thereof with the Appurtenances, until the sixteenth day of, &c. without any account to be made or yielded unto the said R. L. and G. L. their Heirs, Executors or Assigns, of or for the same, the said recited Indenture or any thing therein contained to the contrary notwithstanding : and that neither the said R. L. and G. L. their Heirs or Assigns, nor any of them shall or will take any of the Rents, Issues, Revenues or Profits, or any of the Premises, or of any part thereof, or which shall grow, arise or come in or out of the Premises, or any part or parcel thereof, before the said fifteenth day of, &c.

And furthermore the said R. M. doth covenant, &c. that if he the said R. M. his Heirs, Executors, Administrators or Assigns, or some or one of them do not well and truly pay or cause to be contented or paid unto the said R. L. and G. L. their or either of their Executors, Administrators

For further assurance after default of payment.

strators or Assigns, the said Sum of 824 l. before mentioned, according to the true intent and meaning of the Proviso or Condition before herein expressed: that then he the said R.M. and Dame W. his Wife, and their Heirs, and all and every other person and persons now having or claiming, or which at any time or times hereafter shall or may lawfully have, claim or pretend to have any Estate, Right, Title, Use, Interest, Condition or Possession, of, in and to the said Mannor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments and other the Premises, or any part or parcel thereof, other than the persons before excepted, for and in respect only of the said Annuities, Leases and Terms before excepted, shall and will from time to time, and at all times, from and after default of payment made as aforesaid, for and during the space of seven years next ensuing, at and upon reasonable request, and at the only costs and charges in the Law of the said R.L. and G.L. their Heirs and Assigns, or some of them, do, make, knowledge, execute and suffer, or cause to be done, made, acknowledged, executed and suffered unto the said R.L. and G.L. their Heirs and Assigns; A further and all and every such other act and acts, thing and things, assurance and assurances, conveyance and conveyances in the Law whatsoever, for the better, more perfect, sure and absolute conveying and assuring of all and singular the said Mannor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments and all other the Premises, with the Appurtenances by the said recited Indenture mentioned, or intended to be granted, bargained and sold unto the said R.L. and G.L. their Heirs and Assigns for ever, absolutely without any manner of Condition, Mortgage or Redemption, be it by Fine or Fines, Feoffment, Recovery or Recoveries, with single or double Voucher or Vouchers, Deed or Deeds, enrolled or not enrolled, the enrolment of these Presents, Release, Confirmation or by all or any of them, or otherwise by any other lawful and reasonable act and device, with warranty of him the said R.M. and his Heirs against all Men, or otherwise without warranty, if it be so required, as shall be reasonably devised or advised by the learned Council of the said R.L. and G.L. their Heirs or Assigns, or some or one of them.

And it is further covenanted, granted, concluded and agreed by and between all the said parties to these Presents, That T. and W.P. by Writ of *For passing of a* Enry sur disseisin en le post, to be by them *Recovery.* sued forth, and at their only costs and

charges

Charges of the said R.L. and G.L. out of the High Court of Chancery, and to be returned into the Court of Common Pleas at *westminster*, before the Justices there, against them the said R.L. and L. then in possession of the said Premises, shall recover the said Mannor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments, and other the Premises mentioned, meant or intended, in or by the said recited Indenture, to be bargained and sold with their Rights, Members and Appurtenances, in due form of Law against the said R.L. and G.L. then being Tenants of the said Premises, with the Appurtenances, by some name and names in the said Writ and Recovery to be contained, and upon the said Writ and proceeding thereupon the said R.L. and G.L. after appearance, shall vouch over to warrant the said R.M. and that the said R.M. shall thereunto appear, and vouch over to warrant the common Vouchee, and that each of them, the said R.L. and G.L. and the said R.M. shall do, and suffer all and whatsoever to them and either of them in that behalf shall belong and appertain, for the suffering of a good and perfect recovery of all the said Mannors, Lordships, Lands, Tenements and other the Premises mentioned in the said Indenture, to be thereby given, granted, bargained and sold unto the said R.L. and G.L. according to the course of common recoveries and assurances of Lands, in such cases used, and that the said recovery shall in due form of Law be executed by the Writ of *habere fac, seu fin.* accordingly.

And it is by these Presents likewise fully concluded, agreed and declared, by, and between all the parties unto these Presents; that the said Recovery and all other Recoveries whatsoever had, made, knownedged, levied, executed or suffered, or to be had, made, knownedged, executed or suffered of the Premises, or of any parcel thereof, by or betwixt the said parties or any of them, and the full force and execution of the same and every of them, shall be and enure, and shall be had, taken, construed, esteemed and adjudged to be, and to enure to the only Uses, Provisoes, Conditions and Limitations before herein mentioned, according to the true Intent and meaning of the said Indenture and of these Presents, and to no other use, behoof, intent or purpose whatsoever.

For payment of a further Sum of Money for the absolute purchase of the land mortgaged.

And it is further covenanted, conditioned, concluded and fully agreed, by and between the said parties to these Presents, and the true Intent and meaning of the said parties to these Presents is, and the said R.L. and G.L. do covenant, &c. that if the said R.M. his Heirs, Exe.

Executors, Administrators or Assigns, or any of them do not pay, or cause to be paid unto the said R.L. and G.L. their Executors, Administrators or Assigns, nor to any of them, the said Sum of 800 £. &c. at the days and places of payment thereof above mentioned, but shall make default of payment thereof, or of any part or parcel thereof, according to the true meaning of the said Proviso or Condition, whereby, or by reason whereof the Premises, and every parcel thereof shall become absolute to the said R.L. and G.L. their Heirs and Assigns, according to the true intent and plain meaning of these Presents; that then they the said R.L. and G.L. their Heirs, Executors, Administrators or Assigns, or some of them, shall and will pay, or cause to be paid unto the said R.M. his Heirs, Executors, Administrators or Assigns, at, or, &c. the full Sum of, &c. in manner and form following, that is to say, on the, &c. day of, &c. the Sum of 120 £. and within one whole year next ensuing the day of the death of the said R.M. the Father, the Sum of 100 £. at the end of one other whole year then next following, one other 100 £. and at the end of one other whole year also then next ensuing, one other 100 £. in full satisfaction of, and for the clear and absolute purchase of the said Mannor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments, and of all and singular other the Premises in the said Indenture mentioned, to be thereby given, granted, bargained and sold, and of every part and parcel thereof with the Appurtenances. In, &c.

Covenants for Surrendering of Copy-hold Lands.

AND the said D.S. for the consideration before in these Presents expressed, doth further covenant, promise and grant, for her self, her Heirs, Executors and Administrators, and for every of them, to and with the said J.P. his Heirs and Assigns by these Presents, that she the said Dame S.S. or her Heirs, shall and will on this side and before the Feast of, &c. at the charges in the Law of the said I. P. his Heirs or Assigns, make and suffer, or cause to be made and suffered a good and sufficient Surrender in Law, to the use of the said J.P. his Heirs and Assigns for ever, according to the custom of the Mannor of C. of one Field or Close of Pasture, &c. *and so recite the Lands verbatim,* and for every part and parcel thereof with the Appurtenances, being parcels of the said Mannor of C. and which late were the Copy-hold Inheritance of T. C. deceased according to the custom of the said Mannor.

And

And the said Dame S. doth covenant, &c. that the said Copyhold Lands, at the time of the making and perfecting of the said Surrender, shall be, and so at all times for ever hereafter, shall continue unto the said I.P. his Heirs and Assigns clearly discharged, or otherwise sufficiently saved and kept harmless, of and from all former Charges, Estates, Titles, Troubles, Surrenders, Forfeitures and Incumbrances whatsoever, made, committed, suffered or done by the said T.C. deceased, his Heirs or Assigns, or by the said E. S. his Heirs or Assigns, or by the said Dame S.S. or by any other person or persons, by or with their, every or any of their Means, Assent, Title, Interest, Aid, Sufferance or Procurement.

And the said Dame S. doth covenant, &c. that the said Copyhold Lands and Premises before mentioned, to be granted and assigned, as aforesaid, now are of the clear yearly worth and value of 20*l.* by the year, above all Rents, Charges and Reprises, and so are, and be now well worth to be let or set, and that the same Close shall from time to time hereafter, so remain, be and continue of the yearly value aforesaid, unto the said I.P. his, &c. during the term and continuance of the said several mentioned or recited Leases and either of them.

A Bargain and Sale of Swans and Swan-mark.

TO all Christian People, to whom this present Writing shall come, A.B. of, &c. sends greeting, &c. Know ye, that I the said A. B. for divers good causes and considerations me in this behalf specially moving, have given and granted, and by this my present Writing, do give, grant and confirm unto C.D. of, &c. all those my Swans and Cignets, and Game of Swans and Cignets, White and Grey, marked with the Ragged-staff, swimming, remaining in or about the River of W. in the County of, &c. or in, upon or about any other Rivers, Brooks, Waters or Places within the same County of, &c. or elsewhere wheresoever. And all Rights, Royalties, Priviledges, Preheminences, Profits and Commodities whatsoever, to the same Swanners and Cignets, and Game of Swanners and Cignets, or any of them in any wise belonging, incident or appertaining, together with the Swan-mark aforesaid: To have and to hold, the said Swans and Cignets, and Game of Swans and Cignets and Swan-mark aforesaid, with their Rights and Appurtenances

pertinences whatsoever unto the said C. D. his Heirs and Assigns for ever, in as large, ample and beneficial manner and form, as I the said A. B. or any my Ancestors ever have had, held or enjoyed, or might or ought to have had, held or enjoyed the same. In witness, &c.

A Bargain and Sale of Underwood.

T His Indenture made, &c. between, &c. witnesseth that the said A. B. for and in consideration of the Sum of, &c. whereof, &c. hath bargained and sold, and by these Presents doth bargain and sell unto the said C. D. all and singular Woods and Underwoods, growing and being within the Grove called W. Grove, and the Hedge of the same containing by estimation sixteen Acres, be it more or less, lying and being in the Parish of D. in the County of H. and also all the Lops and Shreds, of all such Trees, being within the said Grove called W. as have been usually lopped at the felling of the Underwood growing within the said Grove, except, and always out of this present sale reserved unto the said A. B. his Heirs and Assigns, all manner of Trees whatsoever, other than Underwood now growing, or being in or upon the same Grove or any parcel thereof, To have and to hold the said Underwoods, Lops and Shreds, before by these Presents bargained and sold (except before excepted) unto the said C. D. his Executors and Assigns, to his and their only proper use and behoof. And the said A. B. doth covenant, &c. that he the said C. D. his Executors and Assigns, at his and their liberty and pleasure shall or may peaceably and quietly have, hold, take and enjoy the said Underwoods, and enter into the said Grove, and every part and parcel thereof, there to fell, hew and cut down all and singular the said Woods, and Underwoods, and Hedge-rows, at all reasonable times in the year, from the day of the date hereof until the, &c. and the same so felled, hewed and cut down, with his and their, or any of their Horses, Carts and Carriages, to bear, lead, carry and convey from thence to any other place or places, at his and their liberty and pleasure at all time and times, during the space of three years, by all convenient ways thereunto now used and accustomed, without any lawful let, contradiction, &c. And the said C. D. doth covenant, &c. that he the said C. D. his Executors or Assigns, shall and will at every felling, which he or they shall make of the said Woods, Underwoods, and Trees, leave standing and growing in and upon the Premises, so many competent and sufficient Standards, Scaffolds and Storkes, as by the Law and Statutes in that Case provided

provided, is or ought to be left; and also shall and will, at his and their own proper Costs and Charges, make good all Hedges and Fences about the young Springs of the said Wood, for the safe keeping thereof from hurt and spoil of Beasts and Cattel, according to the custom of the Country there. In witness, &c.

A Sale of Billets and Wood or Timber.

THis Indenture made, &c. between T.C. R.W. and G.M. of the one part, &c. and I.B. and R.W. &c. on the other part, witnesseth, that the said, &c. for the considerations here under mentioned, have bargained and sold, and by these Presents do fully and clearly bargain and sell unto the said, &c. ten thousand Loads of good merchantable and lawful Western Billets, at, and after the rate and price of three shillings and six pence the Load; and also five hundred Loads of good merchantable, sound and well squared Oken Timber, accounting fifty Foot to every Load, at, and after the rate and price of ten shillings the Load, with such deductions and defalcations, out of the same several prices, as is hereunder expressed, and the same Billets and Timber to be delivered at such places and times, and in such manner and form as hereunder is mentioned, and the said, &c. to and with, &c. That they the said T.W. and G. or some of them, their, &c. shall and will truly deliver or cause to be delivered to the said, &c. all and every the said ten thousand Loads of Billets, and five hundred Loads of Timber of the kind and goodness aforesaid, to the proper use of them the said, &c. free and discharged of all manner of Charges and Incumbrances whatsoever, and Allowances (Water-carriage only excepted) at, and upon some Wharf or Wharfs in *Henley upon Thames*, and *Shiplack* in the County of O. and at, and upon some Wharf or Wharfs in S. and R. and the Wharf nearest *Rent Wood* in the County of *Berks*, in manner and form following, that is to say, three hundred Loads of the same Billets, and one hundred Loads of the same Timber, at or before, &c. and between that and the day of, &c. three thousand more of the same Billets, and two hundred Loads of the same Wood or Timber, at or before, &c. and between the same day of, &c. and the day, &c. four thousand Load more of the same Billets, and two hundred Loads more of the same Timber residue, and in full delivery and satisfaction of the said ten thousand Loads of Billets, and five hundred Loads of Timber, at or on, &c. and also that they the said T.R. and G. their, &c. shall not only deliver or cause to be delivered, all and every the said Billets and Timber at the Water-side, or some Wharf or Wharfs in some or any the Towns

and Places above-mentioned, for, and to the use of, &c. and in form aforesaid, clear of all Charges and Incumbrances whatsoever, but shall also from time to time, and at all times from henceforth save and keep harmless the said Billets and Timber, and every parcel thereof to the said, &c. from and against the purveying to his Majesties use, and against all and every the Purveyors and Takers of, or for his Majesties Wood-yard, and of his Heirs and Successors, or else shall deliver or cause to be delivered to the use aforesaid, to the said, &c. at the place of delivery aforesaid, or at some of them, in recompence of, and for such of the said Billets and Timber, as shall be so taken so much more in stead thereof, at the rates and prices aforesaid before the, &c. in part of payment of, and for all which Billets and Timber to be delivered as aforesaid, the said I. B. and R. W. have truly paid to the said T. C. R. W. and G. M. before the en sealing hereof, the Sum of, &c. of which said Sum of, &c. the said T. C. R. W. and G. M. acknowledge themselves fully satisfied and paid, and thereof, &c. And as for the other part of the Money for the said Billets and Timber, amounting to the Sum of, &c. the said, &c. covenanteth and granteth, to and with, &c. well and truly to pay or cause to be paid to the said, &c. upon the day of, &c. next after reasonable request thereof to be made, and given in Writing to the said, &c. or at or within, &c. after the delivery of so much of the said Billets and Timber, as after the rates aforesaid, shall amount to the Sum of 700 l. or more, the said 700 l. to be paid at or within, &c. and it is agreed between the said parties, that whereas the rate of the said Billets and Timber, as aforesaid to be delivered, do amount to the Sum of, &c. over and above the said Sum of, &c. already paid, and the Sum of, &c. in form aforesaid, covenanted to be paid: It is agreed between the said parties, in respect of the carriage by Water of the said Billets and Timber in form following, that is to say, for so many thereof as shall not be delivered at H.S. aforesaid, so much Money as the carriage by Water of the same not delivered at H.S. aforesaid, shall amount unto, from any other place appointed by these Presents for delivery thereof, unto any one of the said places of H. and S. aforesaid, or either of them, the said, &c. shall have allowance and defalcations out of the said Sum of, &c. for every Load of Billets, as aforesaid, to be delivered at S. 8 d. and for every Load of Timber, &c. and for every Load of Billets to be delivered at R. 4 d. and for every Load of Timber 16 d. and for every Load of Billets to be delivered at the Wharf nearest

nearest *Kentishwood* 12 d. and for every Load of Timber 2 s. And the said, &c. for them, &c. to and with, &c. to pay and satisfy to the said, &c. upon reasonable request, so much of the said Sum of, &c. as shall amount and remain over and above the allowance and defalcations, in respect of the Water-charges aforesaid: and in like manner the said T.C. R.W. and G.M. for them, &c. to and with, &c. that if the said allowance of Carriage as aforesaid, shall amount to more than 325 £. that then they the said, &c. shall well and truly or cause to be paid to the said I. B. and R. their, &c. upon reasonable request so much Money as the same allowance shall surmount the said Sum of, &c. In witness, &c.

A Release of a Proviso or Condition for payment of Money, reserved upon an Indenture of Bargain and Sale.

TO all Christian People to whom this present Writing shall come, A. B. sends greeting. &c. Know ye, that I the said A. B. have the day of the date of this present Writing, received and had of C. D. &c. at or in, &c. and the full Sum of, &c. lawful Money, &c. to me due and payable on this present, &c. in the, &c. by force and virtue of one Proviso or Condition contained in one Indenture of Bargain and Sale bearing date, &c. made between me the said A. B. of the one party, and the said C. D. of the other party, for, touching and concerning certain Messuages, Lands, Tenements and Hereditaments, lying in, &c. in the County of, &c. which said Sum of, &c. so by me received as aforesaid, is in full discharge, satisfaction and payment of 900 £. of, &c. and is for the full and absolute Bargain and Sale of all that Messuage, &c. by me the said A. B. mentioned to be bargained and sold in and by the same Indenture, as by the same Indenture more at large appeareth, of which said Sum of 900 £. so by me the said A. B. received as aforesaid, I acknowledge my self fully satisfied, contented and paid, and thereof, and of every part and parcel thereof, do clearly acquit, exonerate and discharge the said C. D. his Executors and Administrators, and every of them for ever by these Presents. And further know ye, that I the said A. B. have remised, released and for ever quit-claimed, and by these Presents do remise, release, and for ever quit-claim unto the said C. D. being in his full and peaceable possession and seisin being

Release of all his Estate.

A Release of an Assignment made upon Condition.

TO all Christian people to whom, &c. I. O. greeting, &c. whereas M. C. by his Indenture bearing date, &c. did for the consideration therein mentioned, bargain, sell, assign and set over to me the said I. O. my Executors, Administrators and Assigns, all his Estate, Right, Title, Interest, Term of years and Demand of, and in all that capital Messuage, &c. and divers other Lands and Hereditaments in L. in the County of E. in the said Indenture mentioned; upon condition nevertheless, that if T. R. &c. his Executors or Assigns, or any of them, did well and truly pay or cause to be paid to me the said I. O. my Executors or Assigns, the sum of 2000 l. of, &c. at, or, &c. on the Feast day of, &c. without fraud or covin, that then and at all times from thenceforth, the said Indenture of Assignment made by the said M. C. and every Covenant, Grant, Article and thing therein contained, should determine and be utterly void, and of none effect, and then also, &c. *reciting the Covenant verbatim as in the Assignment, as in and by the said Indenture of Assignment to me made by the said M. C. amongst divers other Covenants, Clauses, Articles and Agreements therein contained, more at large it doth and may appear.* Now know ye, that I the said I. O. have had and received, and by these presents do testify, acknowledge and declare, to have received and had of the said T. R. at and upon the said Feast-day of, &c. in the said Proviso or Condition in the said recited Indenture of Assignment mentioned, the sum of 2000 l. &c. according to the tenor and purport of the said Proviso or Condition in the said recited Indenture contained, of which said sum of 2000 l. so by me received, as is aforesaid, and of every part and parcel thereof, I the said I. O. do acknowledge my self fully satisfied and paid, and thereof, and of every part and parcel thereof, and of all and all manner of Interest, Title and Demand, in, or to the Premises, or any of them, do clearly exonerate, acquit, and for ever discharge the said M. C. and T. R. and either of them, their and either of their Heirs, Executors and Administrators, and every of them by these presents. *In Wit. Blund. W. &c.*

A Release of a Mannor.

TO all Christian People, to whom this present writing shall come, I. R. Greeting, &c. Know ye, that I the said I. R. for divers good causes and considerations me in this behalf specially moving, have remised, released and quit-claimed, and by these presents do for me and my Heirs remise, release and for ever quit claim unto T. G. and M. his Wife, in their full and peaceable possession and seisin being, and to the Heirs and Assigns of the said T. G. to the only proper use and behoof of them the said T. G. and M. and of the Heirs and Assigns of the said T. G. for ever, all the Estate, Right, Title, Interest, Use, Possession, Reversion, Remainder, Property, Claim and Demand whatsoever, which I the said I. R. have or had, or that I, my Heirs or Assigns, or any of us at any time or times hereafter shall have, or may, might, should or ought to have or claim, of, in, and to all that the scite of, &c. *recite the Land as in the Indenture of bargain and sale*; and of, in, and to every part and parcel thereof, and of, in, and to the Reversion and Reversions whatsoever, of all and singular the Premises herein before mentioned to be remised and released, and of every part and parcel thereof with the Appurtenances: and of, in, and to all and singular Woods, Underwoods and Trees growing or being, of, in, or upon the Premises, or any part or parcel thereof: and of, in, and to the ground and soil of the same Woods, Underwoods and Trees, and of, in, and to all and singular the Rent, and yearly Profits whatsoever, reserved upon any Demise, Lease or Grant heretofore made or granted of the Premises, or any part or parcel thereof, to have and to hold the said scite, &c. and the said Messuage or Tenement called the B. the said Tenement called the C. and all and every other the said Messuages, Lands, Tenements, Meadows, Feedings, Pastures, Commons, Hereditaments, and all and singular other the Premises herein before mentioned, to be remised, and released, and every part and parcel thereof, with the Appurtenances, together with the said Estate, Right, Title, Interest, Use, Possession, Reversion, Remainder, Property, Claim and Demand whatsoever of me the said I. R. and my Heirs, of, in, and to the same Premises, and of, in, and to every part and parcel thereof, with the Appurtenances, unto the said T. C. and M. his Wife, and to the Heirs and Assigns of the said T. C. to the only proper use and behoof of them the said T. C. and M. and of the Heirs and Assigns of the said T. C. for ever: So that neither I the said I. R. nor my Heirs, nor any of us, nor any other person or persons, for us, or any of us, or in the

ing, and to his Heirs and Assigns, to the only proper use and behoof of the said C. D. his Heirs and Assigns for ever all the Estate, Right, Title, Interest, Claim, Condition, Entry, Benefit and Demand whatsoever, which I the said A. B. have or had, or may, might or ought to have or claim, of, in, or to the said Messuage, &c. *reciting the Land*, and of, in, and to all and singular other the Premises, with all and singular their Appurtenances, in and by the said recited Indenture mentioned to be bargained and sold, and of, in, and to every part and parcel thereof with the Appurtenances; so that neither I the said A. B. my Heirs or Assigns, nor any of us, nor any other person or persons for us, or in our names, or in the name of any of us, shall or will at any time or times hereafter, ask, claim, challenge or demand to have any manner of Estate, Right, Title, Interest or Demand of, in, or to the said Premises, or any part or parcel thereof: but that we and every of us shall be thereof, and of every part and parcel thereof from hencefore utterly barred and excluded for ever by these presents.

And I the said A. B. and my Heirs, all and singular the said Premises with the Appurtenances, against me my Heirs and Assigns and every of us *Warranty*. unto the said C. D. his Heirs and Assigns for ever shall and will warrant, and for ever defend by these presents:

A Release where they have a Joynt Estate of Inheritance.

THis Indenture made, &c. between G. M. T. C. and H. L. of the one party, and Sir G. M. of the other party, witnesseth, that whereas the said G. M. T. C. and H. L. are and stand joyntly seized to them and their Heirs, of an absolute Estate of Inheritance in Fee-simple of the Mannor and Lordship of F. &c. *reciting the Land at large*: which the said G. M. T. C. and H. L. have by virtue of a Conveyance or Assurance, by, or from R. V. &c. as by the Conveyance and Assurance thereof, made by the said R. V. unto the said G. M. T. C. and H. L. more at large it doth and may appear: and whereas the said T. C. and H. L. have by sufficient Conveyance and Assurance in Law conveyed, assured and confirmed all their and either of their Estate,

S f
Right,

Right, Title and Interest in and to the same Mannor and Premises with the Appurtenances, unto the said G. M. and his Heirs for ever, whereby he the said G. M. is thereof wholly and absolutely seized in his Demise as of Fee, and whereas also the Conveyance and Estate of the Premises, so as aforesaid, made unto the said G. M. T. C. and H. L. and their Heirs, was to them made by the direction and appointment of the said G. M. and at his only charge and costs every kind of way, as well for the assurance thereof, as otherwise, and was made and intended for the good of the said G. L. and his Heirs, and to be at his and their only disposition. Now therefore the said T. C. and H. L. as much as in them is or lyeth, have remised, released, quit claimed and confirmed, and by their presents, for, and from them and either of them, their and either of their Heirs, &c. do remise, release, quit claim and confirm unto the said G. M. now being in his full and peaceable possession of the Premises, and to his Heirs, all the Estate, Right, Title, Interest, Possession, Joynt-Tenure, Claim and Demand, which they the said T. C. and H. L. have by any manner of Conveyance or Assurance, of, in, or to the Premises, or any part or parcel thereof, and do by these presents further deliver, and confirm the Premises with the Appurtenances, and all their and either of their said Estate, Right, Title, Interest, Possession, Claim or Demand, of, in, and to the same Premises with the Appurtenances, and every part and parcel thereof unto the said Sir G. M. his Heirs and Assigns, to have and to hold the said Mannor, Messuages, Lands, Tenements, Hereditaments, and all and singular the Premises with the Appurtenances unto the said Sir G. M. his Heirs and Assigns for ever, to the only use and behoof of the said G. M. his Heirs and

Blunden.

Assigns for ever, to hold of the chief Lords of the Fee, by the Rents and Services for the same heretofore due and accustomed, &c. *With warranty as in others.*

A Release of a Condition in an Indenture of Bargain and Sale, with the Proviso recited.

TO all Christian people to whom, &c. T. C. and R. W. &c. greeting, &c. whereas the said T. C. and R. W. by their Indenture of bargain and sale bearing date, as well for, and in consideration of the sum of 1000 £. &c. then in hand paid to E. E. by M. B. as for twenty shillings of, &c. paid unto the said T. C. and R. W. and for divers other good causes and considerations them thereunto especially moving, did bargain, sell, enfeof and confirm unto the said M. B. his Heirs and Assigns for ever, all that their Park of N. &c. *verbatim, as in the Indenture of Bargain and Sale*, as by the same recited Indenture, amongst divers other Grants, Covenants, Provisoes, Clauses and Agreements therein contained, more plainly and at large it doth and may appear: In, and by which said Indenture before recited, there is a Condition or Proviso contained in these words, or to this effect following, that is to say: provided always, that if the said M. B. &c. *reciting the Proviso or Covenant truly*. Now know ye, that we the said T. C. and R. W. for divers good and reasonable causes and considerations, us in this behalf specially moving, have remitted, released and quit-claimed, and by these presents do for us and our Heirs, remise, release, and do for ever quit claim unto the said M. B. being in his full and peaceable possession and seisin of the Premises, and to his Heirs and Assigns to the only use and behoof of him the said M. B. his Heirs and Assigns for ever, the said Proviso and Condition, and all and every Article, Matter and Clause concerning the same; and all the Estate, Right, Title, Interest, Claim, Condition, Entry, Benefit and Demand, and every of them whatsoever, which we the said T. C. and R. W. or either of us, have or hath, or may, or ought to have or claim, of, in, or to the said Park called N. Lodges, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Under-woods, Waters, Fishes, Fishing, Waste-ground, Hereditaments, and all and singular other Liberties, Profits and Commodities whatsoever mentioned, or expressed or intended to be granted, bargained or sold, in, or by the said recited Indenture dated &c. and of, in, and to every part and parcel thereof with the Appurtenances, so that neither we, &c. *as in other before with warranty as aforesaid*.

A Release of an Annuity.

TO all Christian people to whom, &c. A. B. greeting, &c. whereas the said A. B. by his Deed, &c. reciting the Grant of Annuity. Now the said A. B. in consideration, &c. hath granted, remised, released, and quit claimed, and by these presents doth grant, remise, release, and for ever quit claim unto the said R. O. being the true and lawful owner of the said Mannor of R. and in possession of the same at the enfealing and delivery hereof, the said Annuity or yearly Rent of thirteen pounds, &c. and all the Arrerages thereof if any be, and all the Estate, Right, Title, Interest, Benefit, Claim and Demand whatsoever of him the said A. B. in and to the said Annuity or yearly Rent of 13 l. or on Arrerages, Distresses or Distresses, Entry or Forfeiture had or taken, or which may or can be had, taken or claimed, for, concerning, or by reason of the said Annuity or yearly Rent, or Arrerages thereof, if any be. In witness, &c.

A Release of the Condition and other Covenants in an Indenture of Mortgage, with a Confirmation from the Mortgagor to the Mortgagee.

THis Indenture made the, &c. between Sir H. H. &c. of the one party, and R. L. and G. L. of the other party. Whereas the said Sir H. H. by one Indenture bearing date, &c. as well by and in consideration of the sum of 400 l. then already paid unto the said H. H. before the enfealing and delivery of the said Indenture, as also for, and in consideration of the sum of 1000 l. &c. to be paid unto the said H. his Executors or Assigns, at such day, time and place, and in such manner and form, as in the said recited Indenture dated &c. were set down and expressed, hath given, granted, bargained, sold, confirmed and delivered unto the said R. L. and G. L. and their Heirs and Assigns for ever, all that the Mannor or Lordship of E. in the County of L. &c. as in the Indenture: And since the said Sir H. H. and R. his Wife, have levied a Fine of the said Mannor or Lordship, Messuages, Lands, Tenements, and of other the Premises, or of the greatest part thereof, unto the said R. L. and G. L. and to the Heirs of one of them: and since a recovery in and by a Writ of entry *sur dissein en le poss.* hath been had of the Premises, or of the most part thereof against the said R. L. and G. L.

the name or names of us, shall or will at any time or times hereafter ask, claim, challenge or demand to have any manner of Estate, Right, Title, Interest or Demand, of, in, or to the scite, &c. Lands, Tenements, Meadows, Feedings, Pastures, Hereditaments, and other the Premises, or any part or parcel thereof with the Appurtenances: but that we and every of us shall be thereof, and of, and from every part and parcel thereof from henceforth utterly barred and excluded forever by these presents, *with warranty against I.R. and his Heirs.*

A Release of a Rent reserved in a pair of Articles of Agreement.

TO all Christian people to whom, &c. W. F. greeting, &c. whereas I. H. of, &c. being possessed and interested for divers years yet to come, of, and in divers Messuages, Lands, Tenements and Hereditaments, mentioned and contained in one pair of Indentures, dated, &c. had and made between him the said I. H. of the one party, and H. A. of the other party, did by Indenture bearing date, &c. assign and set over unto the said H. A. the said original Lease, and all and singular the Lands, Tenements and Hereditaments therein contained, all which the said H. A. hath since by his several Grants or Assignments, granted, assigned and set over unto G. B. of, &c. to have to him, his Executors and Assigns, for and during all his Estate, Title, Term, Interest and number of years which he had, of, in, or to the Premises, as by his several Grants or Assignments more at large appeareth, to this intent, meaning and purpose, never theless, and upon trust and confidence that the same shall be to the use, benefit and behoof of D. N. W. F. and R. M. equally amongst them. And whereas by a certain pair of Articles of Agreement indented, bearing date the, &c. made between the foresaid W. F. on the one party, and the said D. N. of the other party, it was agreed between them the said D. N. and W. F. and the said W. F. did for him, his Executors, Administrators and Assigns, covenant, grant and agree, to, and with the said D. N. his Executors and Assigns, that he the said D. N. his Executors or Assigns, should or might, at all time and times from thenceforth during the said term, have and enjoy to his only use and behoof, all the Estate, Title, Term, Interest, number of years, Use and Commodity whatsoever, which he the said W. F. his Executors, Administrators or Assigns, had, should or might have, of, in, or to one full third part, in three parts to be divided of all and singular the Premises, and all the Estate, Title, Term, Interest, Use, Benefits, Number of years and Commodity,

whi. h he the said W. F. hath, of, in, or to the Premises, or any part thereof: in consideration whereof, the said D. N. his Executors, Administrators or Assigns, should yearly pay or cause to be paid unto the said W. F. his Executors, Administrators or Assigns, two hundred pounds during the said term: the same to be paid, &c. as in the Articles of Agreement: as by the same Articles of Agreement may appear. Now know ye, that the said W. F. for and in consideration of the sum of two thousand pound &c. to him in hand at and before the en sealing and delivery of these presents by the said D. N. well and truly paid, doth by these presents for him, his Heirs, Executors and Administrators, freely, clearly and absolutely acquit, discharge, grant, remise, release and for ever quit claim unto the said D. N. his Heirs, Executors and Administrators, the said yearly rent or sum of two hundred pound of, &c. so as aforesaid mentioned, reserved or covenanted to be paid in and by the said Articles of Agreement, as aforesaid, and all and every the Covenants, Conditions and Agreements touching the same Rent, and also all and all manner of Actions and Suits, Cause and Causes of Actions and Suits, Trespasses, Reckonings, Rents, Arrerages of Rents, Accomps, Executions, Sum and Sums of Money and Demands whatsoever, which at any time heretofore ever he the said W. F. hath or had or that he, his Heirs, Executors or Administrators, or any of them, at any time or times hereafter can or may have, claim or challenge to have, to, for or against the said D. N. his Heirs, Executors or Administrators, or any of them, for, or by reason of the said yearly Rent of two hundred pound, or any of the Articles or Agreements concerning the same, or any of them, or any other the Covenants, in the said several writings contained, or either of them: And further know ye, that the said W. F. doth by these presents remise and release unto the said D. N. his Executors and Administrators, all and all manner of other Actions, Suits and Demands whatsoever, which at any time heretofore he hath had, or at any time hereafter shall or may have, to, or against the said D. N. his Executors or Administrators, for, or by reason of any other matter, cause or thing whatsoever, from the beginning of the World until the, &c. day of, &c. In witness, &c.

their Heirs and Assigns for ever, absolutely without any manner of Condition whatsoever, to the only proper use and behoof of them the said R. L. and G. L. their Heirs and Assigns for ever. And the said H. H. and his Heirs, the said Manor or Lordship, Lands, Tenements, Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, unto the said R. L. and G. L. their Heirs and Assigns, to the only proper use and behoof of them the said R. and L. their Heirs and Assigns for ever, against all men, shall and will warrant and for ever defend by these presents: And the said H. H. doth also by these presents, remise, release, and quit claim unto the Forster, said R. L. and G. L. their Heirs and Assigns all manner of Errors, Writs of Error and personal demands whatsoever. *In witness whereof, &c.*

An Indenture of Allotment of several parts of Lands.

THis Indenture sexpartite made, &c. Between W. C. on the one part, E. D. and D. his Wife on the second part, P. H. and F. his Wife on the third part, R. P. and M. his Wife on the fourth part, W. C. and E. his Wife on the fifth part, and T. L. and F. his Wife on the sixth part, *witnesseth*. That whereas divers and sundry Mannors, Lands, Tenements, Rents, Reversions, Services and Hereditaments, with the Appurtenances, late the Inheritance of the late Lady I. B. deceased, sometimes Wife of the Right Honourable Sir E. B. Knight, likewise deceased, set, lying and being in divers and sundry Counties, Shires and places within the Territories of England, by and after the death of the said Lady I. B. did lawfully descend and come, and of right ought to descend and come unto the said W. C. E. D. and D. his Wife, P. H. and F. his Wife, R. P. and M. his Wife, W. C. and E. his Wife, T. L. and F. his Wife; that is to say, to the said W. C. as Cousin, and one of the Co-heirs of the said Lady I. B. that is to say, Son of the Lady A. G. deceased, Daughter of the said Lady I. B. by G. C. Knight Lord C. late Husband of the said Lady A. now likewise deceased, lawfully begotten, to the said D. C. and D. his Wife in the right of the said D. one other of the Daughters and Co-heirs of the said Lady I. B. to the said P. H. and F. his Wife in the right of the said F. one other of the Daughters and Co-heirs of the said Lady I. B. to the said R. P. and M. his Wife, &c. one other

other of the Daughters and Co-heirs of the said Lady I. B. to the said W. C. and E. his Wife, as in the right of the said E. one other of the Daughters and Co-heirs of the said Lady I. B. and to the said T. L. and F. his Wife, as in the right of the said F. one other of the Daughters and Co-heirs of the said Lady I. B. by reason whereof the said W. C. E. C. &c. into the said Mannor, Messuages, Lands, Tenements and Hereditaments, with their Appurtenances entred, and were thereof seized in *copartionary*. That is to say, the said W. C. in his own right, and the said E. C. R. P. &c. and their said Wives, in the right of their said Wives, and they being thereof so seized of their wills, and mutual assent and agreement the seventh day of, &c. last past, before the date hereof, did make partition thereof in manner and form following; that is to say, they did grant and indifferently divide and sever all the Mannors, Messuages, Lands, Tenements and Hereditaments, with their Appurtenances to them descended and come, as is aforesaid, and which be hereafter expressed into six several part or shares, and agreed that every of the said six several parts should be severally written and mentioned in a scroul of paper by it self, and that afterwards every of the said six several scrouls of paper, should be by an indifferent man thereunto appointed by their mutual assents, severally inclosed and covered, in, and with wax made like little balls of like bigness and weight, so as no man may see any of the scrouls, and that then the said little balls of wax should be put in a bonnet, to be kept in the hands of an indifferent man thereunto appointed by their mutual assents, and that the said W. C. being Heir unto the eldest Daughter of the said Lady I. B. or his Deputy thereunto sufficiently authorized, should first put his hand into the said bonnet, and should first take and chuse out of the same bonnet one of the said balls, and that he should have and hold to him and to his Heirs for ever, for his part, portion and purport of the Premises, only those of the said Mannors, Lands, Tenements and Hereditaments, that should be mentioned and written in the scroul inclosed and covered in and with the ball of wax, that he or his said deputy for him shall take and choose: and that the said W. C. having married the said E. being the second Daughter of the said Lady I. C. or his deputy thereto sufficiently authorized, should for him the said W. and the said E. his Wife, being the second Daughter of the said Lady B. secondly put in his hand, &c. and should secondly take and choose, &c. one other of the said balls; and that the said W. C. and E. his Wife, should have, hold and enjoy so them and to the Heirs of the same E. for ever, as in the right of the said E. of the Premises only those, &c. and that the said P. H. &c. as M. C. *mutat.*

MUTAT.

G. L. who vouched therein to warranty the said H. H. who thereupon entered into the warranty, and vouched over to warranty the common Vouchee, in and by all things, according to the usual order and form of common Recoveries with double voucher for assurance of Lands and Tenements, which recovery hath been executed by Writ of *Habere facias sibi* accordingly, which said Fine and Recovery, and all other Fines and Recoveries whatsoever, thence the date of the said Indenture had, levied or suffered, by, or between any of the said parties to the same Indenture, or any of them of the Premises, or of any part or parcel thereof, were had, levied and suffered, to the only use of the said R. L. and G. L. and their Heirs, upon the condition contained in the same Indenture, and according to the intent and true meaning of the same Indenture, dated the said first day of, &c. and to no other use, intent or purpose. In which said Indenture dated the said first of, &c. there is a Proviso or Condition contained in these words, or to this effect following: that is to say, Provided always &c. *reciting the Proviso*. And in which said recited Indenture dated the said first day of, &c. there is Covenant contained in these words, or to this effect following; that is to say, and the said R. L. and G. L. do covenant and grant, &c. *reciting the Covenant*, that the Mortgager may have and receive the Issues of the Land Mortgaged till the day of payment, &c. And in which said recited Indenture dated the said first day of, &c. there is also contained a Covenant in these words, or to this effect following, *viz.* In consideration whereof the said R. L. and G. L. for themselves, their Heirs, Executors and Assigns, and every of them, do covenant and grant, to and with, &c. by these presents; That if neither the said H. H. his Heirs or Assigns, nor any of them, do pay the said sum of 4000 l. &c. to the said R. L. and G. L. their Heirs, Executors, Administrators and Assigns, nor to any of them, according to the intent and true meaning of the said proviso or condition before herein mentioned; that then they the said R. L. and G. L. their Executors, Administrators or Assigns, or some of them, shall and will well and truly pay, or cause to be paid unto the said H. H. his Executors, Administrators or Assigns, or some of them at the said, &c. the sum of 1000 l. &c. at or upon the second day of &c. as the residue, and in full satisfaction of the clear and absolute purchase of the said Mannor or Lordship, Lands, Tenements and other the Premises without fraud, coven or further delay, as in and by the said recited Indenture, dated the said first day of, &c. amongst divers other Covenants, Grants, Articles and Agreements therein contained, more plainly at large it doth and may appear. Now this Indenture wit-

witnesseth

ncesseth, that the said H. H. for divers good and sufficient causes
 and considerations him the said H. H. especially moving, hath
 remised, released, and quit claimed, and by these presents
 doth for him and his Heirs, remise, release, and for ever quit
 claim unto the said R. L. and G. L. in their full and peaceable
 possession and seisin being of the Premises, and to their Heirs
 and Assigns, to the only proper use and behoof of them the said
 R. L. and G. L. their Heirs and Assigns for ever, the said
 Proviso and Condition, and all and every Article, Matter and
 Clause concerning the same, and all and every the said cove-
 nants before herein recited, and every Article, Sentence and
 Clause concerning the same, and every or any of them, and all
 the Estate, Right, Title, Interest, Claim, Condition, Entry,
 Bench and Demand whatsoever, which he the said H. H. hath
 or may, might, should or ought to have Claim of, in, or to
 the said Mannor or Lordship of E. Mannors, Messuages, Lands,
 Tenements, Rents, Reversions, Services, &c. and all other
 Profits, Liberties, Commodities, Hereditaments, and other the
 Premises, with their and every of their Rights, Members and
 Appurtenances whatsoever, mentioned, or expressed, or in-
 tended to be given, granted, bargained and sold, in, or by
 the said recited Indenture dated the first day of, &c. and of,
 in, and to every part and parcel thereof with the Appurtenan-
 ces, and all manner of Conditions, Covenants, Articles for
 Conditions broken and Demands whatsoever, of, touching, or
 in any wise concerning the said Mannor or Lordship, Lands,
 Tenements, and other the Premises, or any part or parcel
 thereof; so that neither he the said H. H. nor his Heirs, or
 any of them, nor any other person or persons for him, them,
 or any of them, or in his or any of their name or names, or in
 the name or names of them or any of them, shall or will at any
 time or times hereafter ask, claim, challenge or demand, to
 have any manner of Estate, Right, Title, Interest or Demand,
 of, in, or to the said Mannor or Lordship, and other the Pre-
 mises, or any part or parcel thereof, other than such Estates,
 Terms and Interests, as are in the former recited Indenture
 excepted. But that he, they, and every of them (except
 before excepted) shall be thereof, and of, and from every
 part and parcel thereof, from henceforth utterly barred and
 excluded for ever by these presents: And further, the said
 H. H. doth for him and his Heirs confirm the Estate of the
 said R. L. and G. L. of, and in the said Mannor or Lordship,
 Messuages, Lands, Tenements and other the Premises, To
 have and to hold all the said Mannor or Lordship, Lands, Te-
 nements, and other the Premises to the said R. L. and G. L.
 their

covenant and grant for them, their Heirs, Executors, Administrators and Assigns by these presents, to, and with the said W. L. C. his Heirs and Assigns : That if the said Mannor of W. M. shall happen at any time hereafter to be charged, chargeable or extendable, by reason of any Statute, Recognizance, or otherwise for any sum or sums of Money before the said seventh day of, &c. last past, due or payable by any act done, or acknowledged by any other than the said W. L. C. That then the said E. L. C. and D. his Wife, P. H. &c. R. P. and &c. W. G. and &c. T. L. and, &c. their Heirs, Executors and Administrators, shall equally at their indifferent charges bear and pay five parts in six parts to be divided of such sum and sums of money, for which the said Mannor of W. M. shall be so charged, chargeable or extendable. In witness, &c.

An Indenture to avoid the Title of Survivorship, where Lands are granted to two by Lease.

THis Indenture made, &c. Between, &c. Whereas the said A. B. and C. D. in and by one Indenture of Lease made, &c. do stand and are joyntly interested and possessed, of, and in all that the Mannor, Lands, &c. for and during, &c. as by the said Indenture at large appeareth. And for as much as both the said parties are willing and desirous, that the Survivor or Overliver of them, shall not at any time hereafter take any commodity or advantage of the Premises or any parcel of them by way of Survivor or Overliver, according to the course and order of the Common Laws of this Kingdom, by reason of the joint Title, Estate and Interest, which they have in, and to the Premises, by vertue of the Indenture of Lease aforesaid ; Therefore it is fully covenanted, concluded, condescended and agreed upon, between the said parties in manner and form following, viz. first the said A. B. doth, &c. to and with, &c. that if it do fortune or happen the said A. B. to survive and overlive the said C. D. for avoiding the said Title of Survivor in and to the Premises, That he the said A. his Executors, Administrators and Assigns, shall and will peaceably and quietly permit and suffer the Executors, Administrators and Assigns of the said C. D. being then deceased, to have occupy and enjoy to their own proper use and uses, and to the proper use of any of them in common or in severalty, immediately after the death of the said C. at his or their will and pleasure, all that the moiety, part and purpart of the said C. in and to the Premises, and every of them, into two equal parts to be divided, during the residue

idue and remainder of years of the term of years above mentioned, which then at the death of the said C. shall be to come and unexpired without the let or disturbance of the said A. his Executors or Assigns; the title of Survivor, of, and in the Premises, in any wise notwithstanding: and also the said C. D. doth covenant, &c. to, and with A. B. &c. for avoiding of the said Title of Survivor in the Premises; that if it do fortune or happen the said C. to survive and overlive the said A. B. that he the said C. D. *ut supra mutas. mutand.* And the said A. B. doth covenant, &c. to and with, &c. in manner and form following, *viz.* That he the said A. his Executors, Administrators or Assigns, or one of them shall pay the moiety and one half of the said yearly Rent of, &c. unto the said T. B. his Heirs and Assigns in the Indenture of Lease fore-mentioned, and also shall bear and discharge half of all the Covenants, Reparations and Charges therein contained, which on the part of the said A. B. and C. D. are to be observed and done in the said Indenture of Lease comprised. And further that the said A. B. his Executors or Assigns, shall well, truly and safely keep the said Indenture of Lease unsurrendred, uncanceled, undefaced and whole to the defence, saving and preservation as well of the Interest, Title and Term of the said C. B. as also of the Title, Interest and Term of the said C. D. in and to the Premises, during the Term aforesaid; the like Covenant for C. D. *mutas. mutand.*

An Indenture where two have a joynt Estate upon Covenant, that either of them may have an equal part in the Land or money lent, taking no benefit by survivorship.

THis Indenture made &c. between A. B. on the one part, and C. D. on the other part, witnesseth, that whereas E. F. by a certain Indenture dated, &c. for the consideration therein expressed, did fully and clearly bargain, sell, give and grant unto the said A. B. and C. D. their Heirs and Assigns for ever, All that Mannor, &c. as it is recited in the sale unto the *Habendum*, (then say) with divers other Covenants, Grants and Articles therein contained, amongst which there is a certain Proviso contained, and by the same Proviso it is provided and agreed, that if the said E. F. (recte the Proviso) at by the same Indenture it doth and may appear; And for as much as by the order of the Common Laws of this Nation, if either of the said A. B. or C. D. should fortune to decease before payment of the said sum, or if default be made in payment of the said sum of, &c. Then as well

mutand. and so the other, all which was done accordingly. And the said W. C. putting in his hand first into the said bonnet, and taking and choosing out of the said bonnet one of the six balls, wherein was one of the said six scrolls, in which was written and mentioned the Mannor of W. with the Appurtenances late of the said Lady I. B. and all the Lands, Tenements, Meadows, Feedings, Pastures, Rents, Reversions, Services and Hereditaments with the Appurtenances, which were of the said Lady B. in W. M. and W. H. in the Countrey of, &c. the Mannor of T. &c. And the said W. C. putting in his hand second in the said, &c. the said P. H. &c. the said R. P. &c. the said E. C. by his deputy &c. the said T. L. &c. Know ye, that the said parties and every of them do and doth by these presents, for him, her and them, and his and their Heirs assent to the said partition of the Premises, so between them heretofore made and had as aforesaid; And that every of them doth and do for him, her and them, and his and their Heirs accept and take the part, portion and purport to him, her and them happened and allotted as is aforesaid, in full recompence of his, her and their part, portion and purport of all the Mannors, Lands, Tenements and Hereditaments to him, her and them, and any of them descended or come from the said Lady B. And that every of the said parties doth and do for him, her and them, and his and their Heirs, ratifie and confirm the said portion, and also that every of the said parties doth and do for him, her and them, and for his, her and their Heirs ratifie and confirm to the other of them and their Heirs, the Mannors, Lands, Tenements and Hereditaments, to the other of them allotted and happened, by vertue of the partition as is aforesaid, as also all the Estates and Interests which the other of them hath therein; and to the intent that no dissention or variance should hereafter happen or arise betwixt the said parties to these presents, their Heirs and Assigns or any of them, for, touching or concerning the said Mannors, Lands, Tenements and Hereditaments with the Appurtenances, or any part or parcel thereof: it is covenanted, granted, consended, concluded and fully agreed between the said parties to these presents, their Heirs and Assigns in maner and form following, that is to say, first the said W. C. covenanteth and granteth for him, his Heirs, Executors and Administrators by these presents, to, and with the said C. D. and D. his Wife, and the Heirs and Assigns of the said D. and to and with the said P. H. and F. his Wife, and to the Heirs and Assigns of the said F. and to, and with the said R. P. &c. and the Heirs and Assigns of the said, &c. and to, and with the said W. C. and the said, &c. and to and with the said T. L. and the said

said, &c. severally for their parts, portions and purparts of the premises: that be the said W. C. his Heirs and Assigns, and every of them at all times hereafter, and from time to time whensoever he the said W. C. his Heirs or Assigns, or any of them, shall be thereunto reasonably required by the said E. D. or D. his Wife, or either of them, or the Heirs or Assigns of the said D. for the said part, portion and purpart of the said D. of, and in the Premises, and by the said P. H. &c. and by the said R. P. &c. and by the said W. C. &c. and by the said T. L. &c. To make, do, acknowledge, and suffer, or cause to be made, done, acknowledged and suffered all and every act and acts, thing and things, for the further and more better assurance, and sure making in the Law unto the said E. D. and D. his Wife, and to the Heirs and Assigns of the said D. the said part, portion and purpart of the Premises allotted and fallen unto the said E. D. and D. his Wife, as is aforesaid; and unto the said P. H. &c. and unto the said R. P. &c. and unto the said W. C. &c. and unto the said T. L. as by the said E. C. and D. his Wife, and the Heirs and Assigns of the said D. or by their or any of their Council learned in the Law, and at their or any of their costs and charges in the Law, for their said part, portion and purpart of the Premises, and by the said P. H. and by the said R. P. &c. and by the said W. C. &c. and by the said T. L. &c. shall be reasonably advised, devised and required; be it by Fine, Feoffment, Recovery, with Voucher or Vouchers, Deed or Deeds inrolled, the Inrolment of these presents, release, confirmation, and by all these ways and means, or by any of them, or otherwise with warranty or warranties against the said W. C. his Heirs and Assigns, only or without warranty, at the election and pleasure of such as shall require the same as is aforesaid. And that the said W. C. his Heirs and Assigns, shall at all times hereafter from time to time exonerate, acquit, discharge, or otherwise save harmless as well the said E. C. and D. his Wife, and the Heirs and Assigns of the said D. the said P. H. &c. the said R. P. &c. the said W. C. &c. and the said T. L. &c. as also their said parts, portions and purparts of the Premises, of, and from all and all manner of former Bargains, Sales, Joyntures, Dowers, Uses, Wills, Statutes-merchant, and of the Staple, Recognizances, Judgments, Executions, Issues, Fines, Amercements, Intractions, Aliengations, without License, Rents, Charges, Rents-seck, Arterages of Rents, and of, and from all other Charges, Incumbrances and demands whatsoever they be, had, made, or done by the said W. C. *the like several Covenants for all the rest, one after another, mutar. mutand.* And the said W. C. and E. his Wife, P. H. and D. his Wife, T. L. and F. his Wife,

covenant

well the said Sum of, &c. should wholly remain to the Survivor, &c. and for default of payment thereof, the Survivor and his Heirs, should wholly possess the said Mannor, &c. according to the tenor of the said Indenture, to the only use of the said Survivor and his Heirs, contrary to the true meaning of the said parties, for avoiding of which inconveniences, and to the intent, that either of the said parties, his Heirs, Executors and Administrators shall be duly answered of the Premises accordingly; It is therefore covenanted and agreed between the said parties to these Presents, And the said A.B. doth covenant and grant for him, his Heirs, Executors and Administrators by these Presents, to and with the said C.D. his Heirs, Executors and Administrators in form following, that is to say, That if the said E.F. his Executors, Administrators or Assigns do pay, or cause to be paid to the said A.B. or his Heirs, the said Sum of 200 l. at the day and place limited for payment thereof in the said Indenture: That then the said A.B. his Executors or Assigns, shall not only pay or cause to be paid to the said C.D. his Heirs, Executors or Assigns within one month next after the day of payment of the said Sum, the Sum of one hundred pound, being the moiety of the said two hundred pound, but also shall deliver or cause to be delivered unto the said E.F. his Heirs or Assigns all such Evidences, as he or his Assigns shall have received by force of the said former Indenture, and thereof shall acquit and discharge the said C.D. his Heirs, Executors or Assigns, and further that the same A.B. his Executors or Assigns, shall not at any time hereafter, do, knowledge, cause, procure or suffer to be done, any Act or Acts, Deed or Thing whatsoever, which shall or may in any wise debar, avoid, delay or hinder the tenor, strength, form or effect of the same Indenture, or any Covenant, Grant or Article contained in the said Indenture, or of any Assurance, Estate or Conveyance to be made of the Premises or any parcel thereof to the said A.B. and C.D. or either of them, their Heirs or Assigns, or of any Bond made or to be made for the performance of any of them, without the consent and agreement of the said C. his Heirs or Assigns, first obtained in Writing for the same. And further, the said A.B. covenanteth and granteth, &c. that if the default be made in payment of the said Sum of two hundred pound by the same E.F. his Executors and Assigns, in part or in all contrary to the form aforesaid: That then the said A.B. and C.D. and their Heirs, shall stand and be seized of, and in the moiety and one half of the Premises to the use of the said C.D. and of his Heirs and Assigns for ever; And that he the said A.B. and his Heirs, and all others claiming by him at all times after, shall do and suffer to be done all such acts and things and

things in the Law as shall be advised, devised and required by the said C.D. his Heirs and Assigns, or the learned Council, for the better assurance of the same, &c. to the said C.D. with warranty against A.B. and his Heirs, discharged of Incumbrances done by him or any claiming by him, &c. And the said C.D. doth covenant and grant, *ut supra mutar. mutand. & tan.* In witness, &c.

An Indenture of Partition.

THis Indenture made, &c. between, &c. witnesseth, That whereas the said R.B. and T.B. hold jointly for term of certain years yet during, the Parsonage of F. in the County of Y. and all Houses, Stables, &c. *Take the words of the Lease,* then to in any wise belonging or appertaining of the Demise and Grant of one W.C. &c. yielding therefore yearly unto R.W. &c. in his Assigns fifty five pound of, &c. at two Terms of the year equally during the said tenure, as by the Indenture thereof bearing date, &c. more plainly may appear. Now the said parties by the advice of honest Friends, and with their full and whole consent and agreement, have made division and partition between them of the said Parsonage Tithes, and other the Premises in manner and form following, *viz.* That the said R.P. shall have the one equal moiety or half part of all the said Parsonage-house, Glebe-lands, Tithes and other the Premises in full recompence of his due part and portion of and in the same. And that the said T.B. shall likewise have the other moiety or half part of the said Parsonage, and of all and singular the Premises in full recompence of his due part and portion of and in the same, *To have and to hold,* to either of the said parties, their Executors and Assigns severally, as is above said from the day of the date hereof, unto the end of the said term of years yet to come. And also is agreed, covenanted and granted between the said parties, That the said yearly Rent of fifty five pound, to be due to the said R.W. or his Assigns, and other charges shall be equally paid and born between the said R.P. and T.B. their Executors and Assigns, Tenants of the said Parsonage, and other the Premises from time to time during the said term, *viz.* either of them their part and portion allotted as is aforesaid: And for the true meaning, performance and keeping of all and singular the said Portions, Covenants, Conditions, Payments, Agreements and Articles, either party bindeth himself, his Heirs, Executors and Administrators to the other in these Presents, in the Sum of 20 l. of, &c. In witness, &c.

An Indenture where three have purchased Land jointly, that upon sale thereof all Sums of Money shall be equally divided between them.

THis Indenture made, &c. between T. B. of the first part, and A. K. of London on the second part, and E. D. of London Gent. on the third part, whereas the said parties before the date hereof, jointly together at their equal costs and charges have paid, disbursed and laid out divers Sums of Money for the full, clear and absolute purchase of, &c. *Recite the Land*, the Estate whereof remaineth in the said E. and one M. D. Gent. at the day of the date hereof, to be assured to such person or persons as the said, &c. shall name or appoint. Now this Indenture witnesseth, that it is fully covenanted, granted, condescended and agreed between the said, &c. and every of them covenanteth and granteth for himself, his Heirs, Executors and Administrators, to and with the other his Heirs, Executors and Assigns, That the whole benefit, commodity and profit, and the sum and sums of Money, which at any time hereafter shall be had or received, arising, coming, growing and renewing of, for and concerning the said Lands before expressed and specified, and every part and parcel thereof by the said, &c. or any of them, or any of their Heirs, Executors, Administrators and Assigns, or any of them, or any other person or persons, by their or any of their means or procurement, shall be equally and indifferently distributed between every of them the said, &c. In such sort, as every of them, their and every of their Heirs, Executors, Administrators and Assigns, shall have their equal part and portion, without any manner of fraud or covin; And also it is further agreed between the said parties, that in case any of them happen to decease at any time hereafter, that then the benefit and profit of the Premises, shall be to the use of the Heirs, Executors and Assigns of him or them so deceased, in such and the like manner, as if he or they had been alive, and that no advantage or benefit shall be received or taken by any of the parties, for or by reason of any Survivorship; And moreover it is fully agreed between the said, &c. that they nor any of them, shall at any time hereafter bargain, sell, grant, convey, assure or alien, nor suffer to be conveyed or aliened, by or from them, or any of them the said Heirs, Lands, Tenements, Hereditaments and Premises, or any part or parcel thereof, or his or their Estate, Right, Title or Interest, of, in or to the same or any of them, to any person or persons whatsoever, unless it be, by and with the consent, privacy, knowledge or agreement, of such of the said other parties to the Presents, as then shall be living, under his or their Hands and Seals in Writing first had and obtained. In witness, &c.

An Indenture where a Lease is granted to three Joynt-Lessees, and every of them is to pay his part of the Rent, and equal parts of the Charges of repairing and other Charges.

THis Indenture tripartite made, &c. witnesseith, That whereas the said parties are and stand possessed, of and in the Messuage, Tenement or Inn called the Ship, situate, lying and being in the Parish of, &c. and of one Field, &c. and of, and all and singular Houses, Buildings, Barns, Stables, Shops, Cellars, Solleris, Waste-grounds, Entries, Issues, Ways, and other Commodities, Rents and Profits to the same belonging appertaining, that is to say, every of them a full third part all and singular the Premises, into three equal and even parts to be divided, for and during the several terms hereafter mentioned, that is to say, for and during the term of fourteen years mentioned and granted, in and by a certain Indenture of Lease bearing date, &c. made by one M.N. &c. to the said parties of and touching the Premises, which Term did commence at the Feast of, &c. then last past, before the date of the same Indenture: And for, and during the term of thirty years mentioned and granted, in and by the Letters Patents of our, &c. under the great Seal of England bearing date, &c. granted by us, &c. unto, &c. of and in the Premises; as by the said Indenture of Lease and Letters Patents aforesaid more at large appeareth. It is now covenanted, granted, concluded and agreed, by and between the said parties to these Presents, and every of them; and every of them doth severally covenant and grant, to and with the other of them severally by these Presents, that they and every of them, and the Executors, Administrators and Assigns of every of them, for his, her and their, or every of their parts, shall not only well and truly content and pay, or cause to be contented or paid, the full third part or portion of all and singular such yearly Rents as are reserved in and by the said Indenture of Lease and Letters Patents aforesaid, and either of them at the days, times and place limited and appointed for the payment thereof, and that from time to time, for and during the said several Estates and Terms of years before mentioned; but also shall at all times hereafter, from time to time, for and during the Terms aforesaid, bear, allow and disburse the full third part and portion of such Sum and Sums of Mony, and other Charges whatsoever shall grow due or payable, or be convenient or necessary to be born or paid for the Reparations of the Premises, or for the recovery or defence of the Title thereof, or of any parcel thereof.

and shall also condescend and agree to all and every such account, suit, and other act and acts, which shall be necessary or convenient to be attempted, prosecuted or done, for, touching and concerning the Premises, or any parcel thereof tending to the profit or benefit of the said parties, and shall not do, procure, or cause to be done, any act or acts, thing or things, whereby or by reason whereof the Estate, Interest or Title of the said parties, or any of them, shall, or in any wise may be impaired, hindred, determined or avoided, except it be by and with the assent, consent and agreement of the other of them in that behalf first had and obtained. And further the said A.B. doth covenant, &c. that the said C.D. his Executors or Assigns, and every of them shall have, occupy, use and enjoy all such Easements, Ways, Liberties and Passages, and shall quietly have free egress, ingress and regress into and from the said Inn, Tenement, Field, and other the Premises, for the using and occupying a full third part of the Premises, without let or disturbance of the said A.B. his Executors, Administrators and Assigns, in such manner and form as the said M.N. hath heretofore had, occupied, used and enjoyed the same Premises: The like Covenant to E.F. and the like from C.D. to A.B. and E.F. and the like from E.F. to A.B. and C.D. *mutat. mutand. & tunc.* In witness, &c.

The Grant of a Keepership of a Park.

TO all Christian People to whom this present Writing shall come, I A.B. send greeting, &c. Know ye, that I the said A.B. for and in consideration of the good and faithful Service by my Servant E.R. to me heretofore done and hereafter to be done, have given and granted, and by these Presents do give and grant unto the said E.R. the Office of Keeper of my Park at Y. called B. Park, in the County of C. and also his Habitation and Dwelling in the Lodge belonging to the same Park, with the going and paſſing of one Gelding, and six Kine yearly within the same Park: And further know ye, That I the said A.B. have given and granted, and by these Presents do give and grant to the said E.R. allowance of Meat and Drink for himself within my House at Y. aforesaid daily and yearly at all times, and by so long space as any Hospitality or Household shall be kept there: I have and do hold, occupy, exercise and enjoy the said Office of Keeper, and other the Premises unto the said E.R. for term, and during the life natural of the same E.R. together with all manner of Fees, Rewards, Vails and Advantages to the same Office belonging, incident or appertaining: And furthermore know ye, that I the said A.B. have given and granted, and by these Presents do give and grant unto the said E.R. for the exercising of the said

Office of Keeper, so long as he shall truly and faithfully exercise the same, one Annuity or annual Rent of four pounds of, &c. to have, hold, perceive and enjoy the said Annuity or yearly Rent to the said E.R. and his Assigns, from the, &c. during the life natural of the said E.R. at the two Terms of the year, &c. viz. by even portions yearly to be paid by the Receiver of my Revenues, the Steward of my House, or such other Officer for the time being, as I shall appoint for the payment of the rest of my Servants their Wages yearly. In Witness, &c.

A Deputation of a Bailiff or Receiver.

TO all Christian People, &c. A.B. Bailiff and Collector of the Rents, Farms and Revenues of, &c. Mannors of G. and L. and of all and singular Lands, Tenements, Court-Leets, Liberties, Fines, Issues, Amerciaments, Reliefs, Heriots, Wails, Estrays and other Possessions and Hereditaments whatsoever to the said Mannors belonging, with their Members and Appurtenances in the County of, &c. parcel of the Lands and Possessions of W. late M. of, &c. send greeting, &c. Know ye, that I the said A. B. have constituted, deputed and appointed, and by these Presents do, &c. C. D. of, &c. to be my lawful and sufficient Deputy, for me, and in my behalf to occupy and exercise the said Office of Bailiff and Collector, and to exercise, execute, accomplish, receive and do, and cause to be exercised, executed, accomplished, received and done all and every such act and acts, thing and things, as in, about, touching or concerning the said Office, shall be necessary or requisite to be done, to have, hold, exercise and enjoy the said Office unto the said C.D. a Deputy of me the said A.B. for and during the will and pleasure of me the said A.B. in as ample manner and form, as I the said A.B. ought or might exercise, execute, receive, accomplish, and do in the same, if I the said A.B. were, might or should be present at the exercising, executing, accomplishing, receiving or doing thereof. In witness, &c.

The Grant of a Stewardship, or Keeping of Courts.

THIS Indenture made, &c. between, &c. A. S. of S. in the County of S. Gent. of the one party, and R.K. of L. in the County of B. Gent. of the other party: witnesseth, That where-as our said, &c. that now is, by, &c. Letters Patents under the Seal of, &c. Court of Exchequer, bearing date at Westminster the, &c. day of, &c. in the, &c. year of, &c. hath amongst divers other things therein contained, assigned and appointed the

said A.S. to the Office and Offices of Steward, and Keeper of Courts and Leets of the Mannor of L. and also of the Mannor of B. in the County of S. during, &c. pleasure, as by the same Letters Patents, amongst divers other things therein contained, more plainly appeareth. Now the said A.S. for divers good causes and considerations him in this behalf specially moving, hath made, ordained, constituted and appointed, and by these Presents doth make, ordain, constitute and appoint the said R.K. to be his Deputy, to exercise and execute the said Office and Offices of Stewardship and Keeper of Courts and Leets of the said Mannors, and to seize and take all Heriots, and to rake and receive all Profits of Courts and Leets which are or shall grow due within the said Mannors or any of them, to have, enjoy, hold, exercise and occupy the same Office and Offices, to the foresaid R. K. during the will and pleasure of the said A. S. and to receive, perceive and take the Wages, Fees, Allowances, Profits and Commodities heretofore of right, due, accustomed, belonging and appertaining; and the said R.K. doth covenant, promise and grant for himself, his Executors and Administrators by these Presents, to and with the said A.S. his Executors, Administrators and Assigns, and every of them, in manner and form following, viz. That he the said R.K. his Executors and Assigns, shall and will from time to time, well and truly pay or cause to be paid unto the said A.S. his Executors or Assigns, all such Wages, Fees, Allowances, Sum and Sums of Money, Heriots, Profits of Courts and Leets, and other Profits and Commodities, as for or in respect, or by reason of, the said Office and Offices of Stewardship, or keeping of Courts and Leets within the said Mannor, as every or any of them shall grow due or payable, or as he the said R. K. by reason or in respect of the exercising or executing thereof, shall from time to time receive, perceive, take or make; and also that he the said R. K. shall not nor will not at any time or times hereafter do, commit or suffer to be done any manner of act or thing whatsoever, which shall or may be in any wise prejudicial or hurtful to the said Letters Patents before mentioned, or the said A.S. his Deputy or Deputies, in exercising or executing the said Patent, or any the Office or Offices of Stewardship, or keeping of Courts or Leets, or any Power or Authority thereby given or granted, or any thing there in contained. In witness, &c.

A Licence for a Buck and Doe; during the life of the Granter.

WE E. D. &c. for divers good causes and respects us moving have given and granted, and by these Presents for us and our Heirs, do give and grant unto our well-beloved Servant C.D. our Secretary, during his life one Buck of sea on in Summer, and one Doe of season in Winter, to be had, taken, hunted and killed at, and within the Park of B. in the County of W. either with Dog or Bow; by the same C.D. or his Assigns at his or their free liberty, choice and pleasure during his said life: Wherefore we will and command you and every of you, our Keeper or Keepers thereto, or your Deputy or Deputies for the time being upon the sight hereof, or of the true Copy hereof signed by the proper Hand of the said C.D. that you and every of you, do peaceably and quietly permit and suffer the same C.D. and his Assigns during his said life yearly, from henceforth to have, kill and take at, or within our said Park, the said Buck in Summer, and the said Doe in Winter, according to the tenor of this our Gift and warrant Dormant, any restraint or commandment heretofore hid, made or given to the contrary hereof notwithstanding; And this our Warrant, signed and sealed with our proper Hand, shall be unto you and every of you a sufficient Warrant and Discharge against us and our Heirs, at all times in this behalf. Given under our Seal and Sign manual, &c.

A Condition to cure a Disease, or to repay the Money.

THE Condition of this Obligation is such, That whereas the within named A.B. the day of the date within written, hath delivered and given the within bounden C. D. the Sum of eight pound in consideration, That the said C.D. should on this side, and before the third day of, &c. next coming after the date within written, cure and make whole the said A.B. of the Disease or Diseases wherewith the said A.B. is now grieved. If therefore the said C.D. do before the said third day of, &c. next, well and sufficiently, and safely cure and make whole the said A.B. of the said Diseases; And also in case the said A. at any time after, and before the fourth day of, &c. next following, be grieved or vexed with the said Disease, or any part thereof, or that the said Disease or any part thereof, do before the said fourth day of, &c. issue or grieve upon any part of the Body of the said A.B. then if the said C.D. his Executors or Assigns within twenty days next after the said fourth day of, &c. do well and truly repay or cause to be repaid unto the said A.B. his Executors, Administrators or Assigns, the said Sum of eight pound without fraud or covin, then, &c.

Not to sell Lands had by Marriage.

THE Condition, &c. That if neither the within bounded A.B. his Heirs, Executors, Administrators nor Assigns, nor any of them, do at any time or times hereafter, give, grant, bargain, sell, demise, let, set, or otherwise do away all or any of the Lands, Tenements, Woods, Under-woods, Possessions or Hereditaments, or any part or parcel thereof, which he the said A.B. now hath and enjoyeth, and is possessed of at this present day, by reason of a Marriage late had and solemnized between him the said A.B. and I. now his Wife, &c. lying and being in the Towns, Parishes, Hamlets and Fields of S. and H. in the County of C. or elsewhere within the Kingdom of England, to any manner of person or persons, without the special Licence, Will, Consent and Agreement of the within named C.D. his Executors or Assigns first had and obtained in Writing for the same. That then, &c.

To assure a Sum of Money in consideration of a Marriage.

THE Condition, &c. That whereas the within bounden A.B. intendeth by Gods grace shortly to marry, and to take to his Wife one C.D. Sister of the within named E.F. of the said A.B. do by his last Will and Testament, or otherwise without any fraud or covin, in case the said C.D. shall after Marriage had between them survive the said A.B. lawfully give and assure to the said C.D. the Sum of five hundred pound, &c. or else Goods and Chattel. to the value or worth of, &c. over and besides such Chains, Bracelets, Jewels and Apparel, which the said C.D. shall fortune to have at the day of the death of the said A.B. which said Sum of five hundred pound, or else the said Goods and Chattels, which then shall be worth the said Sum of five hundred pound, and the said Chains, Bracelets, Jewels and Apparel, the said C.D. her Executors, Administrators and Assigns, shall and may at all times from the day of the death of the said A.B. peaceably, quietly and lawfully have, use, give, let and enjoy, at her and their pleasure, without any let or interruption of the said C.D. his Executors, Administrators or Assigns, of or any other person or persons by his or their means, assent or procurement: That then, &c.

To assure an Estate.

THe Condition, &c. that If the within bounden A.B. and C.D. his Wife, and either of them and their Heirs (at the proper costs and charges in the Law of the said E.F. his Heirs and Assigns, at all times within the space of two whole years next ensuing the date hereof, do make, assure and convey, or cause to be made and conveyed unto the said E.F. and his Heirs, or to such other person and persons and their Heirs, as the said E.F. and his Heirs shall name and appoint to his and their proper uses and behoofs, such a good, lawful, sufficient and perfect Estate or Estates, Assurance or Assurances in the Law, of and in all the Lands, Tenements and Hereditaments whatsoever, with the Appurtenances both free and copy, which late were G.F. deceased, Father of the said E.F. situate, lying and being in B. in the County of C. be it by Deed or Deeds enrolled, Fine, Feoffment, Recovery, Surrender or Surrenders, Release with Warranty, against the said A.B. and C. his Wife, and either of them, and their Heirs, as by the learned Council of the said E.F. his Heirs or Assigns, shall be reasonably advised or devised, the same Premises then to be clearly discharged, of and from all former Bargains, Sales, Gifts, Grants, and all other Charges, Titles, Troubles and Incumbrances whatsoever they be, had, made or done by the said A.B. and G. his Wife, or either of them in the mean time. That then, &c.

That the Lessee shall not carry away any wainscot or windows at the end of his Lease.

THe Condition, &c. That whereas the within named A.B. by his Indenture of Lease bearing date, &c. hath demised and to farm-letten unto the within bounden C. D. all that Tenement, with the Appurtenances, &c. now in the occupation of the said C. D. for the term of certain years yet during, as by the same Indenture more plainly may appear. If therefore the said C.D. &c. do not at the end of the term of years mentioned in the said Indenture of Lease before recited, carry away any of the Wainscot, Settles and Cupboards standing and being in the, &c. or the Keys and Locks being upon the Doors and Cupboards of Wainscot aforesaid of and within the said Tenement, nor take away any of the Windows now standing, appending or appertaining to the said Tenement, but do permit and suffer them there to remain at his departure in as good case as now they are, reasonable wearing only excepted. That then, &c.

The Obligee to pay Money for wares delivered in trust to another that shall make default of payment.

THE Condition, &c. That whereas the within named A.B. hath delivered upon trust to one C. D. certain Wines amounting to the Sum of, &c. and given him day of payment for the same, &c. until the Feast of, &c. if in case the said A.B. his Executors, Administrators or Assigns, do not before or at the said Feast of, &c. pay or cause to be paid unto the said A.B. his Executors, &c. the said Sum of, &c. but shall make default of payment thereof, or of any part thereof: Then if the within bounden E.F. and G.H. or either of them, or the Executors, Administrators or Assigns of them or of either of them, do well and truly content and pay, or cause to be paid to the said A.B. his Executors, &c. the said Sum of, &c. or so much thereof, as at the said Feast of, &c. shall happen to be behind and unpaid: That, &c.

To deliver writings to be cancelled at a day certain and place.

THE Condition of this, &c. That if the within bounden A.B. his Executors, Administrators or Assigns, do before the second day of, &c. next coming after the date within written, deliver or cause to be delivered to the within named C.D. his Executors, Administrators or Assigns, at or within, &c. all such Indentures, Leases, Counterparts of Indentures and Writings, as he the said A. B. or any other by his delivery hath or have, touching the Mannors of, &c. which were made and written before the eleventh day of, &c. last past without Fraud or Collusion: That then, &c.

To save one harmless for delivery of an indenture.

THE Condition, &c. That whereas the within named A. B. hath the day of the date within written delivered unto the within bound C. D. one Deed Indented bearing date, &c. made from E.F. to G.H. of, &c. of certain Lands in, &c. If therefore the said C.D. his Heirs, &c. do at all times hereafter, and from time to time discharge, save and keep harmless the said A.B. his Heirs, &c. against G. S. of, &c. and all and every other person and persons whatsoever, of, for or concerning the delivery of the said Deed and of, for and concerning all manner of Matters and Indemnities, which may by any means accrew and be unto or against the said A.B. &c. for or by reason of the same: That then, &c.

A Letter of Attorney irrevocable to receive a Debt on a Bond with Covenant not to release, &c.

TO all Christian People to whom these Presents shall come, E. A. of, &c. in the County of, &c. Shoemaker, sends greeting in our Lord God everlasting: Whereas I. D. of, &c. in the County of, &c. Widow, and N. D. Son of the said I. of, &c. in the said County Shoemaker, by their Bill Obligatory, bearing date the, &c. day of, &c. do stand bounden to me the said E. in the Sum of, &c. for the payment of the Sum of, &c. upon the, &c. day of, &c. next ensuing the date of the said Bill Obligatory, at, or in the then Dwelling house of the said E. A. situate in, &c. aforesaid, which said Bill Obligatory is become forfeited: Know ye therefore that I the said E. do by these Presents authorize, constitute and appoint my well-beloved Friend I. E. of, &c. aforesaid Butcher, my lawful Attorney irrevocable for me, and in my name to sue, arrest, attach, prosecute, condemn and imprison the said I. D. and N. D. or either of them, and her, his or their Bodies, Goods and Chattels in Execution to take, and out of Execution to deliver, either upon satisfaction by composition or otherwise, at the will and pleasure of my said Attorney; Acquittances or any other Discharges to seal and deliver, Attorney or Attornies to make, Councillor or Councillors to retain, and the same again to revoke, and generally and particularly all and every other matter and thing requisite, necessary or behoofful to execute, prosecute, do and perform, or cause to be so done and performed as fully and largely, as I my self, might or could do, being personally present without any accompt thereof to be yielded unto me, my Executors or Assigns; and whatsoever my said Attorney shall do or cause to be done in, about or concerning the Premises, I do by these Presents ratifie, confirm and allow the same; and also do covenant with and by my self to my said Attorney, not to revoke, disallow, discontinue, deny or be non-suited in, or otherwise to do any thing that may be hurtful, prejudicial, or any bar or let therein or thereunto by any means whatsoever. In witness whereof I the said E. A. have hereunto set my hand and seal the, &c. day of, &c.

*Sealed and delivered in
the presence of*

*A Letter of Attorney from two Ex-cutors of a Bond, sued to a Judge-
ment to a Creditor of the Testator.*

ALl Men shall know by these Presents, That we T. D. Gent. and R. M. Gent. Executors of the last Will and Testament of T. H. late of, &c. in the County of, &c. Esq; deceased, have made, constituted, ordained, and in our place and steads have put, and by these Presents do make, constitute, ordain, and in our places and steads, do put our trusty and well-beloved in Christ, M. F. Widow, late the Wife of T. F. late of, &c. Gent. deceased, our true and lawful Attorney, for us and in our names and steads, but to her own use, to ask, demand, receive and take of Sir H. I. late of, &c. in the County of, &c. the Debt due and payable unto the said T. H. in his life-time, by vertue, force, or reason of one Obligation or Writing Obligatory, bearing date the, &c. day of, &c. of the pbal Sum of 200 l. conditioned for the payment of one hundred seven pounds ten shillings upon the Feast of, &c. then next following, as in and by the said Obligation and Condition thereof may appear: And whereas the said T. H. obtained a Judgment against the said Sir H. for two hundred pounds Debt upon the said Bond, besides damages or costs of Suit: Know ye further, That we the said T. D. and R. M. have authorized and given power, and by these Presents do authorize and give power unto the said M. for and in our names, but to her own use to take Execution or any other Process upon or by reason of the said Judgment against the said Sir H. his Heirs, Executors or Administrators or any of them, or against his, their or any of their Lands, Tenements, Goods, Cattel and Chattels or any of them, and with him, them or any of them to compound or agree at her will and pleasure for the same, and the benefit and profit thereof to her own use, to receive and take; and him the said Sir H. to sue, arrest, implead and imprison, and out of Prison to set at large, discharge and release at her will and pleasure, and all and every other thing and things, which in or about the obtaining or getting of the said Debt and Damages, or any part or parcel thereof shall be needful or necessary to be done, to execute and do in as large, ample and beneficial manner and form to all intents and purposes, as we the said T. D. and R. M. may, can, might, could, should or ought to do by vertue, force and reason of the said recited Obligation or Writing Obligatory or the Condition thereof, or by vertue, force or reason of the said Judgment thereupon had. In witness whereof we have hereunto set our hands and seals the, &c. day of, &c.

*Sealed and delivered in the
presence of, &c.*

*A Letter of Attorney of a Mans Estate in general, in consideration of
several Debts and Engagements.*

TO all to whom these Presents shall come, I F.G. of, &c. in the County of, &c. in Ireland, Merchant, send greeting; Whereas I am indebted unto R. G. my Brother in the Sum of five and fifty pounds, and he and B.G. one other of my Brothers do stand engaged for several Sums of Money, the proper Debts of me the said F.G. and have already paid for me the Sum of thirty pounds. Now know ye that I the said F.G. for and towards the payment and satisfaction of the said Monies, and for divers other good considerations me thereunto moving, have granted, assigned, bargained and sold, and by these Presents do freely and absolutely grant, assign, bargain and sell unto the said R. G. and B.G. all and all manner my Goods and Chattels, Debts, Monies, and all other things of mine whatsoever, as well real as personal, of what kind, nature or quality the same are, be or shall be found, or otherwise wheresoever within the Kingdom of Ireland or Territories, to have and to hold the same and every part and parcel thereof, unto the said B.G. and F.G. their Executors, Administrators and Assigns for ever, to the only proper use of them, their Executors, Administrators and Assigns for ever. In witness whereof I have hereunto set my hand and seal the, &c. day of, &c.

*Sealed and delivered in
the presence of*

A Letter of Attorney of several Sums of Money due from one Person.

KNow all Men by these Presents, That I F.G. of, &c. in the County of, &c. Merchant, for divers good and valuable considerations me thereunto especially moving, have made, assigned, constituted and ordained, and by these Presents do make, assign, constitute and ordain W.L. of London Taylor, my true and lawful Attorney, in my name, but to the only proper use of him the said W. L. his Executors and Administrators, to demand and receive all such Sum and Sums of Money as are due or owing to me from E. K. of, &c. in the County of, &c. Clothier, any manner of ways whatsoever, and for default of payment to sue, arrest, attach, implead, condemn and imprison the said E. K. and his Body, Goods and Chattels in execution to take, and out of execution to deliver, either upon satisfaction composition or otherwise, at the will and pleasure of my said Attorney, Acquittances or any other Discharges in my Name to seal and deliver; Attorney or Attornies one or more under him the
said

said W.L. to make, and substitute and revoke; and generally to do and execute, prosecute and determine all and every other act and acts, thing and things whatsoever, which in or about the Premises shall be needful or expedient, as fully and effectually, and in as large and ample manner, to all intents and purposes, as I the said F.G. might or could do personally, without any account thereof to be yielded to me, my Executors or Assigns, and whatsoever my said Attorney shall do or cause to be done, in, about or concerning the Premises, I do by these Presents ratifie, confirm, and allow the same. In witness whereof I have hereunto set my hand and seal the, &c. day of, &c.

*Sealed and delivered in
the presence of*

A short Bill of Debt from one to one.

K Now all Men by these Presents, That I B.G. of, &c. Barber-Chyrurgion, do owe unto M.R. of, &c. Gentle the Sum of four and twenty pounds of lawful Mony of England to be paid to the said M. his Executors, Administrators or Assigns, on the, &c. day of, &c. now next ensuing the date hereof, to the which payment well and truly to be made at the time aforesaid, I bind me, my Heirs, Executors and Administrators unto the said M. R. his Executors and Administrators in the Sum of forty pounds of lawful Mony of England, firmly by these Presents. In witness whereof I have hereunto set my hand and seal the, &c. day of, &c.

*Sealed and delivered in
the presence of*

An Assignment of certain Debts, with a Letter of Attorney to receive them.

K Now all Men by these Presents, That I F.G. of, &c. in the County of, &c. in Ireland, Merchant, for divers good and valuable considerations me thereunto especially moving, have granted, assigned and set over unto my Brothers B.G. and R.G. all such Debts and Sums of Mony, Bills, Bonds and Specialties which are owing from, or remain in the hands of L.T. of, &c. aforesaid Yeoman, and all such other Debts and Sums of Mony which are due and owing to me from any person or persons, inhabiting within the Kingdom of Ireland or elsewhere: And I the said F.G. have likewise assigned, constituted and ordained, and by these Presents do assign, constitute and ordain the said R.G. and B.G. and either of them jointly and severally my true and lawful Attorney and Attornies in my name, but to the only proper use

use of them the said R. and B.G. their Executors and Administrators, to demand and receive the said Debts and Sums of Money, and for default of payment, to sue, arrest, attach, condemn and imprison the said Debtors, and their Bodies, Goods and Chattels in Execution to take, and out of Execution to deliver, either upon satisfaction by a composition, or otherwise at the will and pleasure of my said Attornies, Acquittances or any other Discharges in my name to seal and deliver; Attorney or Attornies one or more under them the said R. and B.G. to make, substitute and revoke; and to do and execute whatsoever act or thing shall be needful or expedient in or about the Premises as fully and in as large manner to all intents and purposes, as I the said F.G. might or could do personally, without any accompt thereof to be yielded to me, my Executors or Assigns: And whatsoever my said Attornies shall do or cause to be done, in, about or concerning the Premises, I do by these Presents, ratifie, confirm and allow the same. In witness whereof, I have hereunto set my hand and seal the, &c. day of, &c.

*Scaled and delivered in
the presence of*

A Grant of the next donation of a Benefice.

TO all to whom this present Writing shall come, I A.B. of C. in the County of D. Gent. send greeting. Know ye, that I the said A.B. the undoubted Patron of the Parish Church of E. in the County of F. for good considerations me thereunto moving, have given and granted, and by these Presents do give and grant unto G.F. of I. in the County of K. Gent. the first and next advowson, nomination, donation, collation, presentation, and free disposition of the aforesaid Rectory of E. in the said County of F. with all his Rights, Members and Appurtenances whatsoever, when it shall be void, either by death, resignation or otherwise. In witness whereof, &c.

PART IV.

The acknowledging of a Deed before a Judge
in the Kings Bench.

Memorandum, Quod die Vener. prox. post Off. St. M. isto
eodem Termin. coram Dom. Rege apud Westm. J. K. unus
Justic. Dom. Regis ad placita in Cur. ipsius Dom. Regis
coram ipso Rege tenend. Assignat. hic recordat. quod quidam
die Aprilis, Anno, &c. coram ipso Justic. apud domum
mansionalem suam in Haddon-garden, Mid. ven. T. N. de, &c. in pro-
pria persona sua, & protulit coram Justic. tunc ibid. quandam Inden-
turam suam que cogn. esse factum suum, & petiit quod Indenturam illam
ut factum suum coram ipso Domino Rege de Recordo irrotulas. Quam
quidem Indenturam presat. Justic. per manus suas propr. modo libera-
vit hic in Cur. in forma pred. irrotuland. irrotulat. & in hac qua
sequitur forma.

The Reversal of an Uclary in the Kings Bench.

Dominus Rex misit Vic. D. bre. suum clausum in hac verba: Caro-
lus, &c. (then recite the whole Exigent to the end) Quod
quidam bre. sic return. fuit, (then recite the whole return) Et modo
adhuc diem Mercarii prox. post Off. Pur. isto eodem Termin. coram
Domino Rege apud Westm. ven. pred. W. N. in propria persona sua, &
reddidit se custod. Matr. Cur. hic occasione uclagarie pred. & statim die
quod nullum bre. Domini Regis de Proclam. emanavit versus pred. W. N.
in placito pred. per quod vigore Statuti inde edit. & provis. uclaga-
ria pred. versus pred. W. N. ut proferretur promulget. & habet. vacua
& nullius vigoris existit, & hoc parat. est verificare, unde petit. Ju-
dicium, & quod uclagaria pred. versus ipsam W. N. ut proferretur pro-
mulget. & habet. revocet. & evacuet. & quod ipse idem W. N. ad omni-
que ipse occasione uclagaria pred. misit resistet. Et super hoc pred.
W. N. iuxta formam Statuti inde edit. & provis. impendit sufficienter
Manucripti, scilicet J. W. de B. in Com. Ebor. Gey. & R. A. de B. in
com.

Com. pred. Qui quidem manucaptors separatiim cogn. seipfos debere
 prelat. W. P. seperales summas vigint. librar. quas quidem seperales
 summas manucaptors pred. concess. & uterq; eorum concessit de terris
 & catallis suis respectiue levare ad usum pred. W. P. sub conditione
 quod idem W. P. compereat & respondeat prelat. W. P. in novo brev.
 Original. pro eadem causa in brev. de exis. sac. pred. superius mencionat.
 Ac satisfaciatur condemnationem recuperand. si pred. W. P. incipiat
 sectam suam superinde infra duos Terminos prox. sequend.

A special Verdict upon an Indictment for a Rape.

Memorand. Quod ad General. Gaoli deliberationem Dom. Reg.
 Com. sui Suff. pred. tent. apud B. Sci. Edm. in Com. pred. die
 Mercurii xxxi Julij, Anno Regni Dom. nostri Caroli Dei grat. Angl.
 Scot. Fran. & Hiber. Regis fidei Defens. &c. coram Rob. Heath
 Mil. Capital. Justic. dict. Dom. Regis de Banco, & Rob. Barkley
 Mil. uno Justic. dict. Dom. Reg. ad placita coram ipso Rege tenend.
 assignat. Justic. ejusdem Regis ad Gaol. ill. de Prison. in ea existen.
 deliberand. assignat. nec non ad diversas Felon. transgres. & alias
 malefact. in eodem Com. perpetrat. audiend. & terminand. assignat.
 per sacrament. A. B. &c. probor. & legal. hom. Com. pred. existit
 presentat. quod R. M. nuper de F. in Com. pred. Labourer,
Indict. Deum prae oculis suis non habens, sed instigatione dia-
 bolica mot. & seduc. primo die Septembris, Anno Regni
 Dom. nostri Car. Dei grat. Angl. Scot. Fran. & Hibern. Regis fidei
 Defens. &c. octavo, vi & armis, &c. apud F. pred. in Com. pred. in
 & super quandam R. W. infra etat. decem Annorum (videlicet) etat.
 oct. Annorum & non supra, in pace Dei & dict. Dom. Regis adtunc
 & ibid. in quodam Cubiculo in domo cujusdam J. R. apud F. pred.
 in Com. pred. existen. insult. fecit, & ipsam R. adtunc & ibid. felon.
 illicit. & carnalit. cognovit & abusus fuit, & eandem R. adtunc &
 ibid. violent. & contra voluntatem ipsius R. felonice rapuit, contra
 pacem dict. Dom. Regis nunc, Coron. & Dignit. suas, &c. nec non con-
 tra formam Statuti in hujusmod. casa edit. & proviss. &c.
Placit. Et modo scil. dicto die Mercurii xxxi die Julii Anno
 non cul. Supradict. coram prefat. R. H. & R. B. Justic. supradict.
 apud. B. pred. in Com. pred. ven. R. M. sub custod. W. S.
 Mil. Vic. Com. pred. ad Barram hic duct. in propria persona sua, &
 statim de Felon. pred. si superius impore. alloquit. qualis. se velit
 inde acquietari dict. quod ipse in null. est culpabilis,
Exit. & inde de bono & malo pon. adtunc & ibid. se super
 patriam & immediat. veniende Jur. coram prefat. Justic.
 ibid. &c. & Jur. Jurat. pred. per prefat. Vic. ad hoc impanelat.
 exacti sicut. vener. qui ad veritatem de premiss. dicend. electi triat.
 &

& jurat. dic. supra Sacramentum suum, quod pred. R. M. in pred. indictament. superius nominat. pred. primo die Sep. Anno supradict. pred. R. W. in indictament. pred. superius Special mentionat. Virginem & infra etat. decem Annorum ad- Verdict. tunc & ibid. existen. apud F. pred. in Com. pred. illicit. insul. sec. & ad tunc & ibid. adversit pred. R. in secretis partibus corporis ipsius R. penetrasse eandem R. & eatenus habuit carnal. Cognit. Corporis ejusdem R. W. quod illicitè violavit & abusus fuit pred. R. per dimissionem seminis ipsius R. M. super partes secretas ipsius R. W. Sed utrum super totam materiam pred. per Jur. pred. in forma pred. compert. videbitur quod pred. R. M. sit culp. de Felon. pred. in indictament. pred. content. & spec. contra formam Statut. pred. modo & form. prout per Indictament. pred. superius versus eum supponit. necne Jur. pred. penitus ignorant & inde pet. advisament. Justic. pred. & Cur. hic, &c. & si super totam materiam per Jur. pred. in forma pred. compert. videbitur prefat. Justic. & Cur. hic quod pred. R. M. Felonice & carnalit. cognovit & abusus fuit pred. R. W. contra formam Statut. pred. modo & forma prout per Indictament. pred. superius versus eum supponit. &c. Et quod pred. R. M. nulla habuit bon. Catal. &c. siue tenent. tempore Felon. pred. nec unquam postea ad eorum noticiam, & si super totam materiam pred. per Jur. pred. in forma pred. compert. videbit. prefat. Justic. & Cur. hic quod pred. R. M. non abusus fuit, nec carnalit. cognovit pred. R. W. contra formam Statut. pred. tunc Jur. pred. dicunt super sacrament. suum pred. quod pred. R. M. non est culpabilis de Felon. pred. contra formam Statut. pred. prout idem R. placitando allegavit, nec ab Actione unquam se retraxit.

An Annuity by Deed, &c.

TO all Christian People to whom these presents shall come, A. B. of C. in the County of S. Esq; sendeth greeting in our Lord God everlasting. Know ye, That the said A. B. for divers good causes him thereunto moving, hath confirmed, given and granted, and by these presents doth give and grant (by the power aforesaid) unto E. F. and his Assigns, one Annuity or yearly Rent of 12 l. of lawful English money, to be well and truly paid unto the said A. B. out of all those Messuages, Lands, Tenements, and Hereditaments, with other of their several and respective Appurtenances, lying, situate and being in P. late in the possession of I. M. known or commonly called by the name of H's Tenements, To have and to hold, receive, and take the said Annuity or yearly Rent of 12 l. &c. to him the said E. F. and his, &c. after the decease of the said A. B. for and during the time of, &c. If the said E. F. so long shall have life and health; the same to be had,

received, taken, and paid by, and to him the said E. F. &c. in the Feast day of St. Michael the Arch-Angel, by even and equal portions, the first payment thereof to begin and take commencement at such of the said Feasts as shall first and next happen after the death of the said A. B. with a clause of distress, &c. as aforementioned.

A Grant of an Annuity to a Man and his Wife during their lives, &c.

THis Indenture made, &c. between A. B. of, &c. in the County of S. Esq; on the one part, and C. D. Gent. of L. and A. his Wife on the other part, witnesseth, That he the said A. B. of, &c. in the County of S. aforesaid, for and in consideration of 12 l. of, &c. whereof, and wherewith they acknowledge themselves satisfied, &c. hath given and granted, and by these presents doth give and grant for him, his Heirs, &c. unto the said C. D. of L. and A. his Wife the Annual Rent of 50 l. of lawful, &c. by the year, by the said A. B. his Heirs, &c. from henceforth yearly to be paid to the said C. and D. and their Assigns, by, and during the term of their natural lives, and the life of the longest liver of them, at, or in the now dwelling house of the said C. situated, lying and being in L. &c. by equal portions in every year, that is to say, on the, &c. the sum of, &c. on the twenty fourth, &c. the like sum of, &c. the first payment to begin, and to be made on the twenty fourth, &c. or on the fourth day of, &c. and so from thenceforward the said Annuity of yearly Rent to have continuance, and to be yearly paid to the said C. and D. and their Assigns, &c. upon the said days and appointed times, and at the said places, during the time of the lives of the said C. and A. and the life of the longest liver of them. And the said A. B. doth covenant to and with the said C. and A. his Wife, That if, and as often as it shall happen, the said Annual Rent of, &c. or any part or parcel thereof, to be behind or unpaid, on or after the said twentieth, &c. or on the twenty fourth &c. that then, and so often as, that shall happen, during the term of the lives of the said C. and A. the said A. B. his Heirs, Executors or Administrators shall forfeit and lose to the said C. and A. and their Assigns the sum of 5 l. of, &c. in the name of a penalty, and thereof shall make true payment to the said C. and A. and their Assigns with that part of the said Annuity, whereof default shall be made as aforesaid; and for the consideration aforesaid, and for a good and certain surety and assurance to be had and made to the said C. and A. of, and for the said Annuity of, &c. to them the said C. and A. well and truly to be paid every year during the term of the lives of the said C. and A. and the life of the longest liver of them, according to the intent and true meaning of these

these presents; the said Sir A. B. for him, his Heirs, &c. doth covenant, give and grant to the said C. A. his Heirs, &c. by these presents, That the said Sir A. B. before the 26th day of, &c. next ensuing, &c. by Fine or Fines to be levied, with Proclamations before his Highness's Courts of Common-Pleas at *Westminster*, according to the order and course of the Laws and Statutes of this Commonwealth, between the said C. and his said Wife, Plaintiffs, and the said Sir A. B. Deforcant, shall and will recognize all the whole Messuage or Tenement now in the occupation of the said Sir A. B. or his Farmers or Tenants, and all Barns, Stables, Out-houses, with other the Appurtenances thereunto belonging, or occupied, demised, or leased to, or with the same: and all those Lands, Tenements, &c. and all and singular the Messuages, &c. of the said A. B. in the Town, Fields, &c. of, &c. in the County of, &c. by such convenient name or names as are, or shall be devised to be the right of the said C. D. as those which the said C. D. and A. his Wife, shall have of the gift of the said A. B. and the same by the said Fine shall remise and quit-claim of him the said A. B. and his Heirs, to the said C. and A. and the Heirs of the said C. for ever: and further the said A. B. shall by the said Fine grant for him and his Heirs, that he shall warrant the said Premises with the Appurtenances to the said C. and A. and to the Heirs of the said C. against him the said A. B. and his Heirs for ever: Which said Fine or Fines and all and every of the said Fines to be levied by the said A. B. to the said C. and A. and the Heirs of the said C. or in any other manner of the said Premises, with the Appurtenances, of of any part or parcel thereof, before the next 26th of, &c. next ensuing by the name or names aforesaid, or by any other name or names whatsoever, shall be to the use and behoof of the said C. D. and A. his Wife, and of the Heirs of the said C. D. until a perfect recovery may be had of the Premises against the said C. D. and his Wife, by R. S. and R. H. and the said R. H. and the said C. D. for himself, and A. his Wife, and for the Heirs and Assigns of him the said C. covenanteth with the said A. B. Gear. his Heirs and Assigns by these presents, That after the said Fine or Fines had and levied as aforesaid, he the said C. and A. his wife, shall suffer the said R. S. and R. H. to sue and prosecute one Writ of Entry *Sur disseisin in le post*, before the said Justices, &c. at *Westminster*, against the said C. and D. and A. his Wife, of all and singular the said Lands, Tenements, &c. with other the Appurtenances, by such convenient names and qualities as by the said A. B. his Heirs &c. or by his or their Council learned, shall be reasonably devised, or advised; In, and by which Writ of Entry, *Sur disseisin in le post*, so to be brought, the said C. D. and A. his Wife, shall appear and vouch to warrant the common Vouchee, who after

his Entry into the warranty, and Imparllance being had, shall make default, to the end one common recovery may be had and prosecuted in all things, according to the usual manner and form of common recoveries for assurances of Lands, &c. in such cases provided, used and accustomed; and that the same Recovery shall in due form of Law be executed accordingly. And it is witnessed, declared, covenanted and fully agreed by, and between the said parties to these presents, That the said Recovery so to be had and prosecuted, and all other Recoveries of the Premises, or any part thereof, between the said parties or any of them, before the said, &c. of, &c. next, &c. and the full execution of them, and every of them; and also the said Fine and Fines after the said Recovery so had and suffered, and also all and singular other Fines and Recoveries whatsoever, heretofore had, levied, acknowledged, and suffered, or to be had, &c. of the said Premises, or of any part thereof, by what name or names soever, shall be adjudged and taken to be to the uses, intents and purposes hereafter in these Premises mentioned, limited and expressed, and to none other use, purpose or intent; that is to say, to the use and behoof of the said A. B. and of his Heirs and Assigns, until default shall be made in payment of the said Annuity or Annual yearly rent of, &c. before by these presents granted as aforesaid, or of any part thereof, contrary to the true meaning of these presents; and from, and immediately after such default in payment had and made, as aforesaid, then the said Fines, Recoveries, and other the said Assurances aforesaid, shall be adjudged and taken to the only proper use and behoof of the said C. and A. and of the Heirs and Assigns of the said C. for ever, and to none other use, purpose or intent, (any thing before in these presents contained, or any other matter or thing whatsoever to the contrary, in any wise notwithstanding) and the said A. B. for him, his Heirs and Assigns covenanteth with the said C. and A. &c. in form, &c. *viz.* That all and singular the said Messuages, Lands, Tenements and Hereditaments, and all and singular other the Premises, together with all their Appurtenances, from and after any default of Payment, happening contrary to the effect and tenor of these presents, of, or in the said Annuity, or any part thereof, shall be and remain unto the said C. and D. and to his Heirs, &c. of the said C. for ever, clear and free, discharged, exonerated and acquitted, or otherwise by the said A. B. his Heirs, &c. from time to time, and at all times sufficiently saved harmless, and from all and singular Farms, Grants, Bargains, Sales, Leases, Charges, Estates, Bonds, Titles, Fine and Fines for alienation by these Presents, Joynures, Dowers, Title of Dower, Amerciaments, Arrerages of Rents, and all other incumbrances whatsoever; the chief Rents and Services to be due

and

and payable to the chief Lord, or Lords of the Fee, or Fees of the Premises in respect of their Seignories only; and all Leases made of the Premises, or of any part thereof, for term of three lives, or one and twenty years, whereupon the old and accustomed Rents or more, is reserved, and shall be yearly payable, after such default made to the said C. and A. and the Heirs of the said C. alwaies exempted and foreprised. And further, the said A.B. covenanteth, That if it shall happen that default be made thereof contrary to the intent, purpose and tenor of these presents, of, or in payment of the said Annulry or yearly Rent of, &c. that then, and at the time of such default made, and from thenceforth for ever, the said Premises shall be, or lawfully may be, and continue to the said C. and A. and to the Heirs of the said C. for ever, of the full and clear yearly value, &c. above all charges and reprises; and that the same be now so holden and farmed; and further, that then, and for ever after the time of any such default so happening in payment of the said Annulry, the said C. and A. the Heirs of the said C. for ever, shall or may lawfully and quietly have, hold, and enjoy all and singular the said Mannors, &c. and then also, and from thenceforth shall or may lawfully have, hold and enjoy all and singular the Rents, &c. thereof, and of every part thereof, to the only use and behoof of the said C. and A. and of the Heirs of the said C. for ever, without let, molestation, action, suit, entry, disturbance, or other interruption of the said A. B. his Heirs and Assigns, or any of them; and without any lawful action or molestation, &c. of any other person or persons whatsoever, except before excepted; and also the said A. B. doth covenant, grant and promise, &c. That he the said A. B. his Heirs and Assigns, within six months next after any default made contrary to the form and effect of these presents, of, and in any part of the payment of the said Annulry, shall and will safely deliver, or cause to be delivered to the said C. and A. their Heirs or Assigns, or to some of them, at the now dwelling house of, &c. all and singular such Deeds, Chattels, Evidences, Books of Survey, Terriers, Manuscripts and Minuments, concerning the Premises only, or any parcel or part thereof, or which the said A. A. now hath, or which he and his Heirs then shall have, without any suit in the Law, or other charge whatsoever, may then get, or come by, together with other true copies of all the Manuscripts or Writings, &c. which do concern the Premise, or any part or parcel thereof, joyntly with other Lands, Tenements, &c.

Provided always, That if the said A.B. his Heirs, &c. shall happen not to make true payment according to the true intent and meaning in these presents above declared, of the said Annual or

yearly Rent, &c. and of all sum or sums of money to be forfeited, *Nomine yare*, as aforesaid, and of every part and parcel of them, but shall fail and make default in payment of the same, or any part or parcel thereof, contrary to the true meaning and intent of these presents; so that the said C. and A. and the Survivors of them, or their Heirs, Executors or Assigns, or the Heirs, &c. of either of them, then by reason of such default, shall or may from thenceforth lawfully possess, enjoy, receive, and take all and singular the Rents, &c. of all and singular the Premises, with all the Appurtenances therunto belonging, according to the form and effect of these presents, as is above specified and declared; and that then the said Annuity above granted to the said C. and A. &c. and the longest liver of them, shall cease, determine, and be no longer paid. And moreover the said A. B. covenanteth, &c. that he the said A. B. his Heirs, &c. and Mrs. H. now Wife of the said A. B. and all and every other person or persons (otherwise than such Leases as shall lawfully claim for, and by reason of their Leases and Estates to be excepted) which have, or shall have or shall let or may lawfully claim to have any Estate, Title, Right or Interest of, in, or to the said Premises, with their Appurtenances belonging, or any part or parcel thereof, shall and will not only at all times during five years next ensuing the date hereof, upon reasonable request, acknowledge, make, do and suffer, and cause, &c. all and every such act and acts, thing and things, as by the said C. and A. or either of them, or the Heirs and Assigns of the said C. by their Counsel learned in the Law, shall be lawfully devised or advised for the further assurance, surety or conveyance, and sure-making of all and singular the said Mannors, Farms, &c. to be had, conveyed and made sure to the said C. and A. and to the Heirs and Assigns of the said C. to the only use and behoof of the said C. and A. and of the Heirs and Assigns of the said C. for ever, according to the true form and effect of these presents, and upon the condition therein expressed and declared, and not otherwise; but always and at all times during seven years next after any default made contrary to the intent and meaning of these presents, of or in payment of the said annual or yearly rent of, &c. shall and will, at or upon the reasonable request, and at the costs and proper charges in the Law of the said C. and A. or either of them, &c. make, do, acknowledge, &c. all and every such lawful act, as the said C. and A. or either of them, &c. shall devise or advise therein, by their, or either of their Counsel, &c. for the further assurance of all and singular the said Mannors, Lands, Tenements, &c. to be had, conveyed and made sure to the said C. and A. and to the Heirs and Assigns of the said C. and for the only use of the said C. and D. and of their Heirs and Assigns for ever, with-

on any manner of let or molestation forever; and also that the said A. B. his Heirs, within one year next ensuing the date hereof shall and will deliver or cause to be delivered to the said C. and A. or the Survivors of them, or to their Heirs, &c. at the now dwelling House, &c. one Book of a plain and perfect Survey of all the said Messuages, Lands, &c. and of all other the Premises, with their Appurtenances, containing and expressing the names of the Tenants and Occupiers of the Land, and their Estates, and the yearly Rents and Services, fairly and plainly written; and the said C. D. for himself and the said A. his Wife, doth covenant and grant, &c. by these present, That they the said C. and A. or their Assigns, or the Survivor of them, or his and her Assigns, upon the receipt of every payment of the said Annuity of, &c. or sum, &c. forfeited (*Nomine penna*) to them, or any of them, to be made hereafter according to the true intent and meaning of these presents shall and will, upon request therefore to be made, deliver a Writing under their hands, (or under the hands of the Survivor of them) plainly testifying and reporting the same receipt and payment from time to time so often as the said C. and A. or their Assigns, &c. or his or her Assigns shall receive any such payment. In witness whereof, &c.

An Annuity for term of years, &c. with liberty to sell the Distress.

His Indenture made, &c. between D. H. of N. in the County of N. Yeoman, on the one party, and Sir D. L. Citizen & Haberdasher of L. on the other party, witnesseth, That the said D. H. in full satisfaction of all Debts, Duties and Demands, which D. C. of L. late deceased, did at the time of his decease owe unto the said Sir D. L. hath for him, his Heirs, &c. and for every of them, given, granted, and confirmed, and by these presents for him, his Heirs, &c. and for every of them, doth give, grant and confirm unto said D. L. his Executors, &c. one Annuity or yearly Rent of 20 l. of lawful English money, &c. yearly to be issuing and going out of all that Park or Grounds commonly called by the Name of Park wood, in the Parish of N. in the County of S. and out of all whatsoever Lands, Mills, Tenements, Woods, Underwoods, and Hereditaments whatsoever, lying and being in the Park Wood aforesaid, as out of all and singular other the Lands, Tenements and Hereditaments of the said D. H. within the County of S. To have, hold, receive, levy, take and enjoy the said Annual Rent of 20 l. of, &c. unto the said D. L. his Executors, &c. from the thirtieth of, &c. which shall be in the year of our Lord, &c. for, and during the term of twenty years then next ensuing, to be compleat and ended, payable during the said term of, &c. at the usual place of tender, receipt, and payment, commonly called, &c. situated and being on the West-part of E. in W. without fraud or guile, on the

the first day of, &c. and the first payment of the said Annuity or yearly Rent, to begin on the second, &c. which shall be in the year, &c. And the said D.H. for him, his Heirs, &c. shall and will yearly during the said term, &c. upon the second day, &c. well and truly pay, or cause to be well and truly paid unto the said D. L. his Heirs, &c. at he, &c. aforesaid, the yearly Rent of 20 l. and that if it shall happen the said Annuity, &c. to be behind and unpaid in part, or in all, at any of the days or times aforesaid, that then, and so often the said D. H. his Heirs, &c. and every of them, shall and will forfeit and pay unto the said D. L. his Heirs, Executors or Assigns, for every such default in payment, the sum, &c. in the name of a pain or penalty; and that then, and at all times after from time to time, so often, and when any default of any payment of the said yearly Rent, or of any part thereof shall happen during the said term, &c. to be made contrary to the limitation aforesaid, it shall and may be lawful unto, and for the said D. L. his Heirs, &c. and to every of them, as well for the said sum, &c. so to be due and unpaid, as for the said, &c. to be abovementioned, forfeited and lost, (*Nomine pænæ*) into the said Park, commonly known by the name of Park wood, and all and singular other the Lands, Tenements, Hereditaments and all other the Premises, into any part or parcel thereof, to enter and distrain. And the Distress or Distresses then and there so to be had and taken, and from thence lawfully to bear, lead, drive and carry away, without any manner of Releasours or other suit of Esplevin by the said D. H. his Heirs, &c. or any of them, or by any other person or persons whatsoever, for them, or any of them; and that the said D. his Heirs, &c. and every of them shall and may retain and keep the same Distress or Distresses irreplegiably until the said D. his Executors, Administrators or Assigns, be as well of the said Annuity of, &c. which shall be due, and as aforesaid unpaid, as of the said 20 l. to be as aforesaid forfeited, (*Nomine pænæ*) and of every part or parcel thereof; as also of the reasonable costs and expences (which shall happen by reason of the non payment thereof sustained) be fully satisfied, contented and paid; and if it shall happen that the said yearly Rent of 20 l. and the said 20 l. aforesaid to be forfeited, &c. (for which the said Distress or Distresses shall be as aforesaid, had and taken) shall be behind and unpaid at the place aforesaid, for the payment thereof, by the space of six days, on or after any such Distress or Distresses shall be taken, as aforesaid, by the said D. L. his Executors or Assigns for the said sums or for any part thereof; that then, and so often it shall be lawful to and for the said D. his Executors, &c. and every of them, to cause the same Distress and Distresses to be valu'd and prized, and according to the

the said prizement to his or their own use or retain, or otherwise to sell the same at the will and pleasure of the said D. his Executors, &c. for the satisfaction and payment as well of the said Annuity or yearly Rent, &c. as of the said, &c. and also of the said Costs, Damages and Expences; and the said D. H. hath put the said D. L. in full possession and seisin of the said Annuity by the delivery and payment to the said D. at the enscaling and delivery of these presents, 6 d. &c. of, &c. And moreover the said D. H. for him, his Heirs, &c. doth covenant, promise and grant by these presents, in form, &c. that the said Park, Lands, Tenements and Hereditaments, out of which the aforesaid yearly Rent of 20 l. is limited to be issuing, and every part or parcel thereof, shall be from and after the said thirtieth of, &c. *Annus Dom. 1630.* for and during the said term of 21 years from time to time, and at all times during the said term aforesaid, when, and as often as the said Annual Rent of, &c. and the said 10 l. to be forfeited, *Nomine pena;* and if any part thereof shall happen to be behind and unpaid at the place aforesaid, appointed for the payment thereof, contrary to the limitation aforesaid, shall be liable, overt and sufficient to the Distress or the Distresses aforesaid; and that the said D. L. his Executors and Assigns, and every of them, shall and may from and after the said 30 day, &c. for, and during the said term of, &c. according to the true meaning of these presents, have, receive and take the said Annuity of 20 l. without any let, denial or other interruption or hindrance of the said D. his Heirs and Assigns, or any of them, or of any other person or persons whatsoever, by his or their means, right, title or procurement; and that he the said D. at the time of the enscaling and delivery of these presents, is seized in his Demesne as of Fee to his and their own use, of such good estate in Fee-simple, of, and in three parts, in four parts to be divided of all the said Park and Grounds, called by the name of Park-wood, as was granted to him and his Heirs by his Highness under Letters Patents, dated at *Westminster*, and of, and in the fourth part thereof, of such good and lawful estate as was to him granted and assigned; and that he the said D. his Heirs, &c. shall well and truly pay, or cause to be paid unto his Highness, his Heirs and Successors, 200 l. &c. according to the limitation, meaning and true intent of these presents. *In witness, &c.*

A Grant of an Annuity of Land for term of Life.

THis Indenture made, &c. between R. E. of L. Esq; on the one party, and R. K. Citizen, on the other party, witnesseth, That the said R. E. in consideration, &c. hath given, granted and by these presents doth give and grant to the said R. K. one Annuity or yearly

yearly rent of 30 l. of lawful money, &c. to be yearly issuing out of all the Mannor of the said R. with the Appurtenances in the County of M. called the Mannor of P. to have, receive, perceive, take and levy the said Annuity or yearly Rent of 30 l. to the said R. K. and his Assigns, from henceforth, for and during the term of the natural life of the said R. the same Annuity or yearly Rent to be yearly paid to the said R. or his Assigns, during the life of the said R. at his now dwelling house, situate in L. &c. on the days of the Feasts, &c. or on the twentieth day next after every of the same Feast days, between the hours of, &c. by even portions, in manner and form following, that is to say, The first payment thereof to begin at the Circumcision, &c. next coming, &c. or on the twentieth day then next ensuing, and so from thenceforth to have continuance, and to be paid to the said R. or his Assigns, at such times and in such manner and form as abovesaid, yearly during the natural life of the said R. And if it happen the said Annual Rent of 30 l. or any part or parcel thereof to be behind and unpaid to the said R. or his Assigns, according to the true intent and meaning of these presents, at any time during the natural life of the said R. that then the said R. his Heirs and Assigns for every such default of payment thereof, or of any part or parcel thereof, shall forfeit and lose to the said R. his Executors and Assigns 10 l. for and in the name of a Penalty; and that then, and at all times, so often as any such default shall happen, from thenceforth it may, and shall be lawful to, and for the said R. K. his Executors and Assigns, into the said Mannor of P. with the Appurtenances, and all and singular the Premises, and into all and every part thereof, to enter and distrain, as well for the Annuity or yearly Rent issuing, &c. and all Arrerages thereof, as also for all and every pain or pains aforesaid so to be forfeited as abovesaid, and all Arrerages thereof, and all and every Distress and Distresses in the Premises, or part thereof to be found, lawfully to take, and quietly drive, lead, bear and carry away, and with them to hold and keep, until the said yearly Rent, and pain or pains aforesaid, and all Arrerages thereof, together with their costs and damages in that behalf sustained, they shall be fully paid and satisfied. And the said R. E. for him, his Heirs, &c. doth covenant, promise, give and grant, &c. in manner and form, &c. That the said Mannor of P. with the Appurtenances thereunto belonging, shall be and continue chargeable and liable to all and every the distress and distresses of the said R. and his Assigns, according to the true intent and meaning of these presents, there to be had and taken at any time, for default of payment of the said Annuity or yearly Rent, and pain or pains aforesaid so to be forfeited, or any part or parcel thereof, as is above specified.

And

And further, That always during the natural life of the said R.K. the said Mannors, and other the Premisses, shall be contented of the clear yearly value of 25 l. of lawful, &c. over and above all reprises; and that he the said R.E. now is the very true, perfect, lawful and right owner of the said Mannor of P. together with the Appurtenances belonging thereunto, and of every part and parcel thereof, a good, lawful and sure Estate of Inheritance in Fee-simple or Fee-tail, generally to his own proper use and behoof.

And moreover, that the said R. E. and his Heirs, if it shall be found hereafter that the assurance of the said Annuity by these presents made, shall not be a full and sufficient assurance thereof to the said R. K. in manner and form aforesaid, that then upon the information thereof given, and request made to the said R. or his Heirs by the said R.K. or his Assigns, the same R.E. or his, &c. shall at their own proper costs and charges in the Law, make all such further assurance thereof to the said R. K. of the said Annuity for term of the natural life of the said R. K. only, as by his and his learned Council he shall be lawfully and reasonably devised, advised and required. In witness whereof, &c.

A Grant of an Annuity issuing out of Land to a man for term of his life, with special Covenants.

THis Indenture made, &c. witnesseth, That the said M.S. for a certain sum of lawful English mony, &c. to him before the enfeoffing and delivery of these presents, paid by R.E. hath given, granted and confirmed, and by these presents doth give, grant and confirm for him and his Heirs, to the said R. E. one Annuity or yearly Rent of 100 l. of lawful, &c. to be issuing and going out of the Mannor of E. in the said County of S. To have, hold, levy and yearly perceive, receive, take and enjoy the said Annuity or yearly Rent of 100 l. to the said R.E. and his Assigns, from the last day of, &c. next ensuing the date hereof, for, and during the term of the natural life of the said R.E. the same Annuity or yearly Rent to be yearly paid to the said R. and his Assigns, at the place of his now dwelling-house, situate, lying and being in W. adjoining to the Church called S. M. on the 24th day of N. and the last day of J. between the hours of, &c. the first payment thereof to begin, and to be made on, &c. next coming; and if it shall happen the said Annuity or yearly Rent of, &c. or any part or parcel thereof to be behind and unpaid to the said R. during his life, according to the true intent and meaning of these presents that then for every such default of payment thereof, or any part or parcel thereof, the said M. S. his Heirs or Assigns, shall forfeit and lose to the said R. his Executors and Assigns, the sum of 5 l. of lawful English mony, for, and in the name of a pain; and that then and at all times so often as any such default shall happen, from

from thenceforth it shall and may be lawful to and for the said R. his Heirs, Executors and Assigns, into all and every of the said Mannors, Messuages, Lands, Tenements and Hereditaments, or any part thereof, to enter and distrain, as well for the said annual rent of, &c. and all Arrerages thereof, as also for, and in consideration of every pain and pains aforesaid, so to be forfeited as aforesaid, and every Distress and Distresses in the Premises, or any part or parcel thereof, to be found, lawfully and quietly to enter and take lead, bear, drive, and carry away, and them to keep and hold until all of the said yearly Rent of, &c. and pain and pains aforesaid so forfeited, together with all the Costs, Damages and Arrerages thereof in that behalf sustained, be fully paid and satisfied; and that if every such Distress and Distresses so to be taken and had as aforesaid, shall not (from time to time, so often as any such shall be taken) be redeemed from the said R. his Heirs, &c. within the space of 20 days next after the taking thereof, That then it shall and may be lawful to and for the said R. and his Assigns to make sale of all such Distress and Distresses as above mentioned, and thereof to take, receive, levy and enjoy the Arrerages of the said Annuity or yearly Rents, and payments of the pain and pains aforesaid to forfeited, without molestation, impeachment or vexation of any person whatsoever; and that he the said S. for him, &c. and every of them, doth covenant, &c. by these presents, in manner and form following, that is to say, That he the said; &c. now at the time of the en sealing of these presents, is, and standeth lawfully and solely seized of a good, perfect, sure and absolute Estate, &c. in his demesne as of Fee-simple, without any condition, to the only use and behoof of himself and his Heirs, of, and in the said Mannor of D. in the County of W. together with the Appurtenances thereunto belonging; and if during the life of the said R. the said Mannor with the Appurtenances belonging, shall be and continue, the said N. S. his Heirs and Assigns, of the clear yearly value of, &c. of lawful, &c. or above and beyond all Costs, Charges and Reprises; and that also during the time the said Mannor with the Appurtenances in C. shall be and continue to the said M. his Heirs and Assigns of the clear yearly value of, &c. of lawful, &c. or above and beyond all Charges and Costs; and the said Mannors, Messuages, Lands, Tenements and Hereditaments, and all and singular the Premises, with the Appurtenances belonging, and every part and parcel thereof, situate, lying and being within the said County of W. during the said natural life of the said R. from time to time shall be, continue and stand liable, chargeable and sufficient to all and singular the Distress and Distresses of the said R. and his Assigns, so often as any occasion of Distress shall be given to him or them, according to the

true intent and meaning of these presents; and further, that the said Mannors, Messuages, Lands, Tenements and Hereditaments, and all other the Premises with the Appurtenances belonging, during the life of the said R. now are, shall be, and stand clearly discharged and acquitted, or otherwise sufficiently sav'd harmless of and from all and singular Grants, Titles, States and Incumbrances whatsoever, which contrary to the intent and true meaning of these presents, shall or may bar, avoid, prejudice or hinder the said R. or his Assigns, to have, take and receive, levy and distrain, for and enjoy the said annual Rents, or any part thereof; and the pain or pains aforesaid, or any parcel thereof, (if any such happen to be forfeited;) And moreover that the said R. during his life, shall be well and truly contented and paid the said Annuity or yearly Rent of, &c. and every part thereof, according to the true intent and meaning of these presents, without any fraud or guile. And the said R. for him, his Executors, &c. covenanteth, &c. that if the said M. his Heirs, &c. do well and truly hold, or save, perform, fulfil and keep all and singular Covenants, Grants and Articles above mentioned, for the part of the said S. his Heirs &c. to be holden, fulfilled, performed or kept; that then one Recognizance or writing obligatory, bearing the date of these presents, knowledged before the Lord Mayor of the City of L. according to the form prescribed by the Statute of late made and provided for recovery of debts, wherein the said R. his, &c. doth stand firmly bound by these presents to the said M. in the sum of 20 l. shall be made void and frustrate, or else the same Recognizance or writing obligatory, to stand and abide in all its force, effect, strength and vertue, any thing in these presents above specified or contained, to the contrary thereof in any case notwithstanding. *In witness, &c.*

An Information in the King's Bench upon a Simoniackal Contract.

Ell. W. L. Gen. qui tam pro Domino Rege quam pro seipso sequit. querit. de A. B. Arm. in Custodia Marr. &c. de placito quod reddat dict. Domino Regi & eidem W. qui tam, &c. 400 l. quas eis debet & injuste detinet, &c. pro eo videlicet quod cum per quendam Actum in Parlamento Domine Elizabethæ nuper Regine Angliæ apud W. in Com. Mid. quarto die Februarij Anno Regni sui 31 tent. edit. inter alia inactitat. existit Authoritate ejusdem Parlamenti, quod si aliquis persona sive persona, corpora politica sive corporat. ad aliquod tempus post finem quadragint. dierum prox. post finem ejusdem Sessionis Parliamenti, pro aliqua summa pecunie, dono, proficuo sive beneficio, directe vel indirecte, aut pro seu per rationem alicujus promissionis, Agreementi, Concessionis, Obligationis, Conventionis, sive alia Assurantiæ de vel pro aliqua summa pecunia, munere, dono, proficuo, sive beneficio quocunque directe vel indirecte presentarent vel conferrent, Angliæ collate aliquam

quam personam alicui beneficio cum Cura animarum, utati, Prebend. seu beneficio Ecclesiastico, Anglice Ecclesiastical Living, vel datum aut impenderent, Anglice bestow eadem, pro vel in respect. aliquam talis corrupte causa, seu consideratione; quod tunc quolibet talis Presentatio, Donatio & Impensatio, Anglice bestowing, ac quolibet Admissio, Institutio, investitura & inductio, superinde forent penitus vacue, frustrat. & nullius effectus in Legi, Et quod foret & esset licitum ad pro dict. nuper Regina, Hered. & Successor. suis, presentare, conferre, Anglice collate unto vel dare sive impendere, Anglice bestow quodlibet tale beneficium, dignitatem, Prebend. benefic. Ecclesiastic. Anglice Ecclesiastical Living, pro illo uno tempore, seu turno tantummodo quodq; omnes & quolibet persona sive persona, corpora politica & corporat. qua tunc deinceps darent vel caperent aliquem talem summam pecunie, Annus Donum seu Beneficium directe vel indirecte, vel caperent seu facerent aliquam talem Promissionem, Concessionem, Obligationem, Conventionem, seu alia Assuranc. forisfacerent & perderent duplicem valorem annui Anni proficui cujuscunque talis beneficii, dignitat. Prebend. & benefic. Ecclesiastic. Anglice Ecclesiastical Living, unde una medietas fori dict. nuper Regina, Hered. & Success. suis, & altera medietas illi illis qui prosequi vellent pro eisdem, per Actionem debiti, Billam vel Informationem in aliquibus Cur. dict. nuper Reginae de Recordo in quibus null. Esson. protest. vel legis vadiatio admitterent. vel allocarent prout per eundem Actum int. alia plenius apparet. Et idem W. qui tam pro dict. Dom. Rege quam pro seipso ulterius dicit quod predict. Sessio Parliamenti pred. finivit apud Westminster. pred. Vicesimo primo die Martii, Anno Regni dict. nuper Reginae tricesimo primo supradict. quodq; post finem Quadrage. dierum prox. post finem pred. Sessionis Parliamenti pred. scilicet quinto die Septembris, Anno Regni Dom. Caroli secundi, nunc Regis Angliæ, &c. Vicesimo secundo, apud W. in pred. Com. E. corrupte & Simoniace, ac contra formam Actus pred. concordat. & agreeat. fuit int. pred. A. & quendam R. B. Gen. quod pred. R. presentaret quendam G. E. ad Ecclesiam de R. in dicto Com. E. existens. Beneficium cum Cura Animarum, & adtunc vacantem & presentationem ipsius R. pro illa vice spectant. quodq; in consideratione inde pred. A. solveret eidem R. 300 l. Et pro solutione inde idem A. procuravit quendam M. R. Gen. ut securitat. pro eodem A. ad intrand. in una Obligatione eidem R. 200 l. cum conditione infrascript. pro solutione cent. libr. statim vel ad certam diem tunc prox. sequen. Et idem A. scil. pro solutione alt. summe ducent. libr. resid. pred. trecent. libr. procuravit quendam F. W. ad intrand. (ut securitat.) pro eodem A. in alia Obligatione 400 l. cum dict. R. W. cum conditione infrascript. pro solutione ducent. libr. ad certam diem tunc prox. sequen. presentu cuius quidem Simoniaci, & corrupte Agreementi pred. predictus A. postea scilicet pred. quinto die Septemb. Anno vicesimo secundo supradict. apud W. pred. in Com. pred. intrabat in pred. duabus Obligation. pred. simul cum

cam pred. F. W. & M. ut securitat pro pred. Ant. supradict. superinde pred. R. postea scilicet die & anno apud W. pred. presentavit pred. G. ad Ecclesiam de R. pred. Et idem W. qui tam pro Dom. Rege quam pro seipso ulterius dicit, quod Ecclesia pred. pred. tempore Agreementi pred. fac. ac extant hucusq; fuit, & adhuc est clavi Annui valoris ducentar. libr. per quod Altit accrevit eid. W. qui tam, &c. ad Exigend. & Hered. presat. A. pro dicto Dom. Rege & seipso pred. 400 l. videl. dupliem valorem unius Anni proficui Ecclesia pred. pred. tamen A. licet sepius requisit. &c. pred. 400 l. eid. Dom. Rege & presat. W. qui tam, &c. nondum solvit, sed ill. eis hucusq; solvere omnino contradixit, & adhuc contradicit, unde idem W. qui tam, &c. dicit quod ipse deteriorat. est & dampn. habet ad valenc. vigint. libr. Et inde tam pro Dom. Rege quam pro seipso producit sciam, &c.

An Annuity granted for two lives, with the Inheritance of Land assured to the payment thereof.

THIS Indenture made, &c. between R. I. and W. I. &c. on the one party, and E. S. and A. his Wife, on the other party, witnesseth, That the said R. and W. for and in consideration of the sum of 20 l. whereof, &c. have given and granted, and by these Presents for them, their Heirs, Executors and Administrators, do give and grant to the said E. S. and A. his Wife, one Annuity or yearly Rent of 40 l. &c. by the said R. and W. their Heirs, Executors, Administrators or Assigns, or by some of them, from henceforth yearly to be paid to the said E. and A. and their Assigns, and to the Survivors of them, and the Assigns of the Survivors of them, by and during all the term of the natural life of the said E. and A. and the natural life of the longer liver of them, at, or within the Counting-house, &c. or at the place where the said Counting-House now standeth, at two equal payments in every year, that is to say, in manner and form following, viz. on the 30 day of, &c. between the hours of, &c. 40 l. and on the eighteenth day of, &c. between the like hours in the forenoon of the same day, 40 l. the first payment thereof to begin, and to be made on the eight and twentieth day of, &c. next, &c. and so from thenceforth to have continuance, and yearly to be paid to the said E. and A. and the longer liver of them every year, upon the said days, and within the said times, and at the said place, during the natural lives of the said E. and A. and the natural life of the longer liver of them; and for a good and certain assurance and surety to be had and made to the said E. and A. his Wife, of, and for the said Annuity and yearly payment of, &c. to them, and to the Survivor of them, well and truly to be made every year during their natural lives, and during the natural life of the longer liver of them, according to the tenor, effect and true meaning of these Presents. The said R. I. hath given, granted, bar-

gained and sold, and by these Presents doth clearly and fully bargain and sell unto the said E. and A. his Wife, and to their Heirs and Assigns, all that the Mannor, &c. and all that the Mannors, &c. and all and singular the Messuages, Lands, Tenements, Woods, Under-woods and Hereditaments to the said Mannors, &c. and all and singular Courts, &c. and all the Right, &c. to have and to hold the said Mannors, Messuages, Lands and Tenements, to the said E. and A. his Wife, their Heirs and Assigns, to the only use and behoof of the said E. and A. their Heirs and Assigns: And the said W. I. hath given, &c. unto the said E. and A. his Wife, and to their Heirs and Assigns, all and singular the Mannors, Messuages, Lands, Tenements, Woods, Under-woods, Rents, Reversions, Services, Profits, Commodities and Hereditaments, which he the said W. I. hath, or ought to have within the Parish of C. in the County of S. to have, &c. *ut praesentibus*. Provided always, and it is conditioned, granted, and concluded and agreed by and between the said parties to these Presents, for themselves, their Heirs, &c. by these Presents, That if the said R. I. or W. I. or either of them, or their Heirs, &c. do well and truly content and pay, or cause, &c. to the said E. and A. and to the Survivors of them, and their Assigns, and the Assigns of the Survivor of them, the said Annuity and yearly payment of 40 l. at two equal payments every year yearly, during the natural life of the said E. and A. and the natural life of the longer liver of them, on the 30th day of, &c. and on the 18th day of, &c. from thenceforth, at the place, and between the hours there limited and appointed, in and by these present Indentures. And if it shall happen the said E. and A. nor either of them, nor any other authorized by and from them, or either of them, to be present at the place and times limited and appointed for the payment of the said Annuity, ready to receive the said payment; then if the said R. and W. their Heirs, Executors & Assigns, or one of them, do upon demand to be therefore made at the now Dwelling-house of the said R. I. at, &c. by the said E. and A. or any other authorized for them, or for one of them, at and upon the, &c. next after any of the said days and times before limited and appointed for the payment of the said yearly rent, pay or cause to be paid to the said E. and A. or their lawful Assigns or Attorney, so much of the said yearly Rent or Annuity as then shall be behind and unpaid, and all the Arrearages of the same; then the gift, grant, bargain and sale made of the said Mannors, Messuages, Lands and Tenements and all other the Premises by these Presents bargained and sold to the said E. and A. and to their Heirs, shall be clearly and utterly void and frustrate to all intents and purposes, as though the same had never been made. And that then, and from thenceforth it shall be lawful to and for the said R. and W. their Heirs and Assigns, to enter in to the said Mannors, Messuages, Lands, Tenements & Hereditaments by

by them severally bargained and sold by these Presents as aforesaid and the same to have again and repossess, as in their several former Estates; any thing in these Presents contained, to the contrary thereof in any wise notwithstanding. And that then, and from thenceforth the said E. and A. and their Heirs, Assigns, and all and every person and persons to be seized of the Premises, or any part thereof, by, from or under the state of the said E. and A. or either of them, shall stand and be seized of the said Mannors, &c. in the said County of D. to the only use of the said R. I. and of his Heirs, and to none other use or uses whatsoever; and of the said Mannors, Messuages in the said County of S. to the only use and behoof of the said W. I. and of his Heirs, and to none other use or uses whatsoever; and that then also all assurances to be made of the Premises, and of every part and parcel thereof, shall be to the said last recited several uses, and to none other. And the said R. and W. for themselves, &c. do covenant and grant, and either of them covenanteeth, &c. in manner and form following, *viz.* That the said Lat. at the time of the enfeoffing and delivery of these Presents, is the true and lawful owner of the said Mannors of M. and of the said Mannors and Premises in his own right, and to his own use, is, and standeth lawfully and solely seized in his demesne of Fee-simple, without any Condition, Mortgage, Limitation of Use or Uses; and that he hath good Right, Title, Power and Authority, to give, grant, bargain, sell and assure the said Mannors, and all other the Premises in, &c. to the said E. and A. and to their Heirs and Assigns in form aforesaid.

And further, that the said W. I. hath power to sell, and is solely seized in the Mannors, &c. in, &c. *in forma Prelimitata*. And also that the said Mannors and other the Premises in, &c. and the said Messuages, &c. in M. now are, and from and after any default of payment of the said Annuity, or any part or parcel thereof, hapning contrary to the form and effect aforesaid, shall be, stand and continue to the said E. and A. and to their Heirs and Assigns for ever, clear and free discharged, exonerated and acquitted, or otherwise by the said R. and W. or their Heirs, or by one of them and his Heirs, from time to time, and at all times sufficiently saved harmless of and from all and singular former Grants, Bargains, Sales, Leases, Charges, Estates, Titles, Fines & Fines, for alienation by these Presents, Joyntures, Dowers, Appointments, Arrearages of Rents, and all other Incumbrances whatsoever the chief Rents and Services to be due & payable to the chief Lord or Lords of the Fee, or Fees of the Premises, in regard of their Seniority only, and all Estates and Grants made and granted for 1, 2, 3 or 4 lives of the Premises, according to the custom of the said Mannors, &c. and also one Lease, &c. and also all Estates and Grants heretofore made and granted of the custumary and copy hold lands, Tenements and Rented tenements in, &c. aforesaid, or of any part thereof, &c.

term of 1, 2, 3 or 4 lives, upon all which Grants, Leases and Estates, the old and ancient yearly Rents and Services, or more, have been reserved, & from henceforth during the several continuances in the said Leases and Estates, to be due and payable to the Owner and Owners of the Reversion of the Premises, only except & foreprised.

And further, that the said R. I. and W. I. do covenant, &c. That if it do fortune that the said Annuity and yearly payment of a 1000*l*. and every part thereof, be not well and truly contented and paid to the said E. & C. and to their Assigns, and to the Survivor of them, and to the Assigns of the Survivors of them, during the term of the longest liver, &c. according to the tenor and purport of these Presents, that then, and at the time of such default made in payment thereof, or of any part thereof, and from thenceforth for ever the said Manors and Premises in B. & C. shall or lawfully may be and continue to the said E. and A. and to their Heirs and Assigns, of the clear yearly value of, &c. of old and ancient Rent not enhanced or improved, at any time or times within the space of 30 years now last past, over and above all charges and reprises whatsoever: And also that then, and from and after the time of such default made in the payment of the said Annuity or yearly Rent, or any part or parcel thereof, as is aforesaid, and from henceforth for ever, the said Messuages, Lands, Tenements and Hereditaments in C. & C. shall be of the yearly value of, &c. and that the same Lands, Tenements and Hereditaments in C. aforesaid, now be let and leased for the yearly Rent of, &c. and of the same be holden and farmed.

And further, that then, and for ever after the time of any such default so hapning in payment of the said Annuity of, &c. and any part thereof, as is aforesaid, the said E. and A. their Heirs and Assigns shall or may lawfully have, hold and enjoy the said Mannors, Messuages, &c. by these Presents, bargained, &c. and then also, and from thenceforth shall or may lawfully have, take, perceive, receive and enjoy all and singular the Rents, Issues and Profits thereof, and of every part thereof, to and for the only commodity and use of the said E. and A. and of their Heirs and Assigns for ever.

Here followeth an Article for delivery of the Evidence upon default.

Provided always, that if the said R. I. and W. I. their Heirs and Assigns, or any of them, shall happen not to make true payment to the said E. and A. and their Assigns, and to the longest liver of them, and his Assigns, of the said Annuity and yearly payment of, &c. by and during the term of the natural lives of the said E. and A. and the Survivor of them, according to the form and effect of these Presents, but shall make default in payment thereof, or of any part or parcel thereof, so that the said E. and A. and their Assigns by reason of the said default, shall, or lawfully may from thenceforth possess and hold the said

Mannors,

Mannors, &c. and other the above-bargained Premises, and have, enjoy, perceive and take the Rents, Revenues, Issues and Profits thereof, according to the intent and true meaning above expressed and declared in these Presents: That then the said Annuity or yearly payment of, &c. by these Presents above-bargained to the said E. and A. his Wife, shall cease, determined and be no longer paid: A Covenant here followeth for making assurance, &c. of the Premises to be conveyed and made sure to the said E. and A. &c. and to their Heirs and Assigns, according to the true meaning of these Presents, and upon the conditions therein contained, and not otherwise; so as the said Demise, Assurance or Assurances, extend not to take away or diminish such Interest and Estate as the said R. and W. have, or either of them, or the Heirs and Assigns of either of them, is, or are of right to have in the Premises; and so also as the same extend not to take away, or to impair any such Lease or Interest for term of years, as the said R. and W. or either of them in the mean time shall have of the Grant and Demise of the said E. and A. or either of them, nor any Rent or Profit which they are to have by reason of any such Demise.

Here followeth a Covenant for making absolute assurance after breach of payment of the Annuity or yearly Rent; and then a Covenant on S. his part, for giving an acquittance upon every payment of the said Annuity, made according to the form of this Indenture. *As witness whereof, &c.*

A Clause to sell the Distress.

And the Grantor covenanteth with the Grantee, &c. That if every such Distress and Distresses so to be taken and had as aforesaid, shall not from time to time, so often as any such shall be taken, be redeemed from the said R. and S. and the Survivor of them, their Executors or Assigns, within the space of, &c. next after the taking thereof, That then it shall and may be lawful to and for the said, &c. to make sale of all and every such Distress and Distresses as aforesaid, and thereof to have, levy and enjoy the Arrearages of the said yearly Rent and Payment of the pain and pains aforesaid, forfeited, as aforesaid, without any molestation, vexation or impediment of any person or persons whatsoever.

A Covenant to give an Acquittance.

And the said I. S. and A. his Wife, for themselves, their Executors, &c. do covenant, &c. that the said I. and A. his Wife, and their Assigns, upon the receipt of every payment of the said Annuity or yearly Rent to them, or any of them hereafter to be made, according to the true meaning of these Presents, shall and will upon request thereof to be made, deliver a Writing under their Hand and Seal, plainly testifying and reporting the same receipt and payment from time to time, so often as the said I. or A. or their Assigns shall receive any such payment,

A Clause for putting one in possession of an Annuity.

And the said L.H. hath put the said L.I. in full possession and seisin of the said Annuity or yearly Rent of forty pounds, for and during all the said term of, &c. well and truly to be paid in full aforesaid, at the enfeoffing and delivery of these Presents, and in pursuance thereof did pay and deliver to the said L.I. one silver Groat of lawful English Mony, which the same L. hath received accordingly, and folded the same about the label of that part of these Presents, which is sealed with the Signe of the said L. H.

A Special Plea upon the Stat. made the 13 Car. 2. against Gaming.

E T prout H.S. & H.M. dic. quod pred. H.S. action. non, quia dic. quod antedictus figillat. & deliberat. Nullo Obligatorie pred. Juri. 17 die Maij, Anno Regni dicti Dom. Regis. nunc 16 in Parlamento ejusd. Dom. Regis. nunc inchoat. & tenet. apud Westm. 8 die Maij, Anno Regni sui 13 & abinde per diversas prorogat. & continuat. usq; prid. 17 diem Maij, Anno 16 supradicti prorogat. & continuat. ordinat. & inactitat. fuit auctoritate ejusd. Parliamenti (inter al.) quod si aliquis persona sive persone alicujus gradus sive qualitatis cujuscunque ad aliquod temp. sive aliqua tempora post vicissim nonum diem si qui tunc fore in Anno Dom. 1664 per fraud. Machinam Anglice Shilfz dolum, Anglice Cousenage; circumvent. deception. vel illegalem invent. Anglice De vice; sive malum Artificeium Anglice Practice, quocunque in ludendo ad vel cum pictis cart. Anglice Cards; Aleis, Anglice Dice; Tabul. lusoria. Anglice vocat. Tables; Pili ludendo, Anglice vocat. Tennis; Global. Anglice Bowles; Aciculis, Anglice vocat. Rattles; Mensa, Anglice vocat. Shovelboard; vel in vel per Gallipugas, Anglice Cockfightings; Certamina Equor. Anglice Horseraces; Certamina Canum, Anglice Dog matches; sive pedicursi Anglice Footraces; vel al. lusiones, Anglice Pastimes; ludum vel ludos quocunque, vel in vel per habend. parcellan. Anglice bearing a share; sive partem in pignori. Anglice Stakes; Deposita, Anglice Wagers; vel fortunis, Anglice Adventurers; vel in vel per deponend. Anglice Betting, super partes Anglice Stakes, vel manu talium qui luderent, agerent, Anglice &c. Equitarent sive currerent (ut in eode Actu supradicti. fuit) lucraret. sive lucrarent, Anglice should win; obtineret sive obtinerent, vel acquireret sive acquirerent sibi, vel sibi met ipsis; sive alieni al. vel aliquibus aliis aliquam summ. vel aliquam summam pecunie a sive al. validorum, vel res quasque, Anglice valuable thing or things whatsoever. Quod tunc quilibet persona vel persona, sive ut posset. offenderet. ipsa se ad fors faceret vel fors faceret, & amitteret sive amitterent criptis, summam vel valorem pecunie, vel al. rei vel rerum, si luderet. Anglice won or gained; obtine. sive acquirat. Anglice

Anglice acquiesced; unam medietat. inde Dom. Reg. Hereditib. & Successorib. suis, & al. medietat. inde persona vel personis vexat. aut et siue eis qui amitteret siue amitterent pecuniam, vel al. rem vel res sic tractata quod quilibet talis amissor, Anglice Loser; & persona vexat. In ead. parte, Anglice In that behalf; prosiquerent. & sectarent. pro eis. infra sex Calendar. menses, Anglice Calendar months. prox. post talem litem; Et in defect. talis prosecut. eand. talem medietat. tali persone siue personis, quali prosiqueret. siue prosiquerent. sectaret. siue sectarent. pro eis. infra unum Ann. prox. post pred. sex mensis expirat. Et quod pred. forisat. sectarent. Anglice sued for; vel recuperant. per Actionib. Billam querel. siue information. in aliquibus Cur. sue Majestatis apud Westm. in quibus null. Esson. protect. siue profect. in lege Anglice Wager of Law; allocaret. & quod omnes & quilibet talis querens siue querentes. informator & informatores in omnib. tal. sect. & prosecut. haberent & recuperarent ejus & eorum triplic. Custag. vers. person. offendend. & forisaciend. ut presert. aliquib. lege Statut. conuictad. siue usug. in contrarium in aliquomodo non obstant. Et ulterius auctoritat. ejusd. Parliamenti inactitat. existit pro meliori evitat. & previnat. omnis excessivi & immoderati. lus, Angl. Play and Gaming; pro tempore tunc futur. quod si aliqua persona vel persone ad aliquod temp. vel tempora post pred. Vicesim non. diem Septemb. luderent ad aliquem sive aliquos pred. lusor. vel aliquas al. lusiones, Anglice Pastimes; lud. vel ludos quoscunq; al. quam pro & cum pecunia parat. Anglice ready Monys; vel deponeret vel deponerent Anglice should Bet super partib; Anglice siders; vel manus tal. qual. luderent adinde; Anglice thereat; & perderet siue perderent aliquam summ. vel summas pecunie, aut al. rei vel res sic oblusat. Anglice played for; excedend. summ. Cent. libr. ad aliquod unum temp. siue convent. Anglice meeting; super fidem, Anglice Tickets; siue credentiam vel alit. & non solverent, Anglice pay down; ead. ad tempus quando ille vel illi easd. amitteret siue admitterent, pars siue partes qua perderet siue perderent easd. pecuniam, siue al. rem vel res sic oblusas, Anglice played for, supra pred. summ. Cent. libr. et in eo casu non obligarent, aut compellerent. solvere vel respondere, Anglice make good easd. Sed Contract. Anglice the Contract, & contract. Anglice the Contracts, proinde & pro qualibet parte inde, & omnia & singula Judicia Stat. Recogn. Mortgage. Conveyanc. Assuranc. scripta Obligatoria Anglice Bonds, & Billa Obligatoria, Anglice Bills, Specialit. Anglice Specialties, permission. Convention. Agreement & al. Actus facti. Anglice Deeds; & securitat. quocunq; que obtinerent. fierent. darent. ac recognoscerent. vel intrarent Anglice entred into, pro securitate siue satisfact. de vel pro eis. vel aliq. parte inde omnino, essent vacua & nullius effect. prout per eund. Actum plenius liquet & apparet. Et idem E. & H. in fact. dicunt quod post editio. Actus pred. & pred. tempore confect. Bille Obligatoria pred. scit. pred. Vicesimo nono die Maij Anno xix. supradict. apud Lond. pred. in Parochia & Warda pred. pred.

A Clause for putting one in possession of an Annuity.

Ethelred the said L.H. hath put the said L.I. in full possession and possession of the said Annuity of yearly Rent of forty pounds, for and during all the said term of, &c. well and truly to be paid in full aforesaid, at the enfeoffing and delivery of these Presents, and in witness thereof did pay and deliver to the said L.I. one silver Groat of lawful English Money, which the same L. hath received accordingly, and folded the same about the label of that part of these Presents, which is sealed with the Sign of the said L. H.

A Special Plea upon the Stat. made the 13 Car.2. against Gaming.

Et per. E.S. & H.M. dicit. quod pred. n.S. action. non, quia dicit. quod ante tempus sigillat. & deliberat. Billi. Obligatorie pred. jell. 17 die Maij, Anno Regni dñi. Dom. Regis nunc 16 in Parlamento ejusd. Dom. Regis nunc inchoat. & tenet. apud Westm. 9 die Maij, Anno Regni sui 13 & abinde per diversas prorogat. & continuat. usq; pred. 17 diem Maij, Anno 16 supradicti. prorogat. & continuat. ordinat. & inchoat. fuit auctoritate ejusd. Parliamenti (inter al.) quod si aliqua persona sua persona alicuius gradus. sue qualitat. iusticiarij. ad aliquod temp. sua aliqua tempora. post vice sim nonum. dñm S. qui tunc fuit in Anno Dom. 1664 per fraud. diachinam Anglice Shifts; dolum, Anglice Coulenage; circumvent. deception. vel illegalem invent. Anglice De vice; sue malum Artificium Anglice Practice, quocunq; in ludendo ad vel cum pectis cart. Anglice Cards; Aleis, Anglice Dice; Tabulis lusoria, Anglice vocat. Tables; Pili ludendo, Anglice vocat. Tennis; Globis Anglice Bowles; Aciculis, Anglice vocat. Rattles; Mensa, Anglice vocat. Shovelboard; vel in vel per Gallipugas, Anglice Cockfightings; Cirramina. Equor. Anglice Horseraces; Certamen Canum, Anglice Dog matches; sue pedicursi. Anglice Footraces; vel al. lusiones, Anglice Pastimes; ludum vel ludos quocunq; vel in vel per habend. parcellem, Anglice bearing a share, sue partem in pignori. Anglice Stakes; Depositis, Anglice Wagers; vel fortunis, Anglice Adventurers; vel in vel per deponend. Anglice Betting, super partis Anglice Sides, vel manu talium qui luderent, agerent, Anglice &c. Equitarent sue currerent (ut in eod. Actu supradicti. fuit) lucraret. sue lucrarent, Anglice Should win; obtineret. sue obtinerent, vel acquireret. sue acquirerent. sue, vel subimeret. sue subimerent, vel al. al. vel al. aliquibus aliis aliquam summam. vel aliquam summam pecunie. sue al. validorem, vel res quascunq; Anglice valuable thing or things whatsoever. Quod tunc quilibet persona vel persona, sive ut posset. offendere ipsa facto foris faceret vel foris faceret, & amitteret. sue amitterent eviplos, summam vel valorem pecunie, vel al. rei vel rerum, si duceret. Anglice won or gained; obtine. sue acquisit. Anglice

Anglice acquiesced; unam medietat. inde Dom. Reg. Heredib. & Successorib. suis, & al. medietat. inde persona vel personis dextat. aut et siue eis qui amitteret siue amitterent pecuniam, vel al. rem vel res sic tractat. ita quod quilibet talis amissor, Anglice Loser; & persona dextat. in ead. parte, Anglice in that behalf; prosequerent. & sectarent. pro eis. infra sex Calendar. menses, Anglice Calendar months. prox. post talem litem; Et in defect. talis prosequat. eand. talem medietat. tali persone siue personis, quali prosequeret. siue prosequerent. sectaret. siue sectarent. pro eis. infra unum Ann. prox. post pred. sex menses expirat. Et quod pred. forisfat. sectarent. Anglice sued for; vel recuperant. per Actiones deb. Billam querel. siue information. in aliquibus Cur. sue Majestatis apud Westm. in quibus null. Esson. protect. siue profect. in lege Anglice Wager of Law; allocaret. & quod omnis & quilibet talis querens siue querentes. informator & informatores in omnib. tal. sect. & prolicuit. haberent & recuperarent ejus & eorum triplic. Custag. vers. person. offendend. & forisfaciend. ut presert. aliquib. lege Statut. convictad. siue usag. in contrarium in aliquomodo non obstant. Et ulterius auctoritat. ejusd. Parliamenti inactitat. existit pro. m.iori evitat. & previat. omnia excessivi & immoderati lusui, Anglice Play and Gaming; pro tempore tunc futur. quod si aliqua persona vel persone ad aliquod temp. vel tempora post pred. Vicefim non. diem Septemb. luderent ad aliquem siue aliquos pred. lusor. vel aliquos al. lusores, Anglice Pastimes; lud. vel ludos quoscunq; al. quam pro & cum pecunia parat. Anglice ready Monys; vel deponeret vel deponerent Anglice should Bet super partib; Anglice lides; vel manus tal. qual. luderent adinde, Anglice thereat; & perderet siue perderent aliquam summ. vel summas pecunie, aut al. rei vel res sic obfusat. Anglice played for; excedend. summ. Cent. libr. ad aliquod unum temp. siue convent. Anglice meeting; super fidem, Anglice Ticket; siue creditum vel alit. & non solverent, Anglice pay down; easd. ad tempus quando ille vel illi easd. amitteret siue admitterent, pars siue partes qua perderet siue perderent easd. pecuniam, siue al. rem vel res sic obfusat, Anglice played for, supra pred. summ. Cent. libr. in eo casu non obligarent. aut compellerent.olvere vel respondere, Anglice make good easd. Sed Contract. Anglice the Contract, & contract. Anglice the Contracts, proinde & pro qualibet parte inde, & omnia & singula Judicia Stat. Recogn. Mortgage. Conveyanc. Assuranc. scripta Obligatoria Anglice Bonds, & Billa Obligatoria, Anglice Bills, Specialit. Anglice Specialties, permission. Convention. Agreement & al. Alius fact. Anglice Deeds; & securitat. quecumq; qua obtinerent. fierent. darent. ac recognoscerent. vel intrarent Anglice entred into, pro securitate siue satisfact. de vel pro eis. vel aliq. parte inde omnino, essent vacua & nullius effect. prout per eund. Actum plenius liquet & apparet. Et idem E. & H. in fact. dicunt quod post editio. Actus pred. & pred. tempore confect. Billa Obligatoria pred. scil. pred. Vicefimo nono die Maij Anno xix. supradict. apud Lond. pred. in Parochia & Warda pred. pred.

W.S. lufit cum quodam Edvardo Moore Arm. ad & cum piflis Cartis, Anglice Cards; ad quendam ludum vocat. Picket; pro denar. quodq; ipfe idem Ed. Shiers ad tempus illud & ad unum & eund. convent. Anglice meeting, ibid periclitando, Anglice vocat. by betting, cum prefat. W.S. super partem five manus pred. E.M. ad ludum pred. vocat. Picket perdidit, Anglice did lose prefat. W.S. Cent. & decem libr. legalis monet. super creden. Anglice upon credit. Et pro securitat. solutionis C l. parcell. pred. C l. & decem libr. per ipsam E. ad lufum sic ut prefertur super e edentia, Angl' upon credit, perdidit. pred. E.S. & pred. H.M. ad requisition. ipsius E.S. & pro deb. ipsius E. Et ejus fide juffor. Anglice his Surety pred. tempore confection. Billæ Obligatoria pred. adiunc & ibid devener. cent. & Obligat prefat. W.S. per Billam Obligatoriam pred. modo in Cur. hic prolatur. Et sic idem E.S. & H.M. dicunt quod Billæ Obligatoria ill. vacua & nullius vigoris exiftit in lege, & hoc parat, sunt verificare, &c.

Precludi non debet, Quia proteftando quod idem W.S. Replication. non lufit cum pred. E. Moor, prout pred. E.S. H.M. fuperius placitando allegaver. pro placito idem W.S. dicit quod Billæ Obligatoria pred. fuper qua ipfe idem W.S. verf. e. fd. E.S. & H.M. modo fuperius narravit fac. fuit eid. W. per pred. Traverse. E.S. & H.M. pro denar. per pred. W.S. eisd. E.S. & H.M. preantea accommodat. Abfq; hoc quod pred. E. S. ad unum eund. convent. periclitando cum prefat. W. Stephens fuper part. five manus pred. E. Moor ad pred. ludum vocat. Picket, seu ad aliquem alium ludum perdidit prefat. W.S. Cx l. vel aliquem denar. ultra summ. cent. fuper credentiam modo & forma prout E.S. & H.M. fuperius inde placitando allegaverunt, &c.

Et pred. E.S. & H.M. dicunt ut prius, quod pred. E.S. Rejoynder. ad unum & eund. convent. periclitando cum prefat. W.S. fuper part. five manus pred. E. Moor ad pred. ludum vocat. Picket, perdidit prefat. W.S. Cx l. fuper credentiam modo & forma prout ips. idem E.S. & H.M. fuperius inde placitando allegaverunt. Et de hoc pon. fe fuper patriam. Et pred. W.S. inde fimilit. &c. Id. &c.

*An Assignment of the Execution of a Statute after the Liberate
Jued out, &c.*

THis Indenture, &c. between T.H. on the one party, and E.C. on the other party, witnesseth, That whereas J.W. the 21 day of, &c. by one Writing Obligatory, bearing date the same day and time, knowledged and sealed before, &c. according to the Statute lately provided for the recovery of Debts; did knowledge himself to owe, and bind himself to pay to the said T.H. the sum of 20 l. in the Feast, &c. Of payment of which twenty pounds, the said I. yet hereunto hath made clear default, and by reason thereof the said T.H. hath sued Execution upon the said Writing Obligatory, and thereupon in due form of Law hath extended certain Houses, Buildings, Lands and Tenements in O. in the County of O. of the clear yearly value of, &c. whereof the said l. after the making and sealing of the said Writing Obligatory, was seized in his Demesne as of Fee: All which said Houses, &c. by vertue of his Highness's Writ of *Liberate* bearing *Trib.* &c. were delivered in Execution for the said Debt to the said T.H. on the 22 day, &c. to hold to him and his Assigns as his Freehold, until the same Debt with his Costs and Damages in that behalf sustained thereupon should be fully satisfied, as by the Writ of the said Extent, and the Writ of *Liberate* aforesaid, and by the return of the same Writs remaining of Record in the High Court of Chancery, more at large will appear. Now the said T.H. for a certain Sum of Mony, &c. hath aliened, bargained, given and granted, and by these Presents doth alien, &c. unto the said E.C. and his Assigns, all the Interest, Right, Estate, Title and Term whatsoever, which he the said T.H. hath or ought to have, in or to the said Houses, &c. mentioned in the said Writ of *Liberate*, with all and singular the Appurtenances (except only one parcel thereof extended at the yearly value of, &c. only, *viz.* The Tenement in G. aforesaid, now or late in the Tenure or Occupation) And the said T.H. for the consideration aforesaid, doth by these Presents give, grant, alien, bargain and sell to the said E.C. as well all and singular Writings, Minutements and Specialties concerning the said term, estate and interest which the said T.H. hath in the Premises, as also all the Issues, Rents and Profits, rising, growing and coming of all the said Houses, Buildings, Lands and Tenements mentioned in the said Writ of *Liberate* (except only before excepted) since the said twenty third day of, &c. until the time of the enscalling and delivery of these Presents, To have and to hold all the said Houses, Buildings, Lands and Tenements, and all other the Premises with their Appurtenances, and all the said Estate and Interest of the said T.H. of and in the same (except before excepted) to the said E.C. and his Assigns,

Assigns, for and during all such Estate, Term and Interest as the said T. by force or vertue of the said Writs of Exceor and *Libtate*, and Execution of the same, in returns thereof, or otherwise hath, or may or ought to have in the above-bargained Premisses now to come. And the said T. covenanteth, &c. That the said Houses, &c. (except before excepted) now at the enfealing, &c. stand and be, and from thenceforth shall remain, continue and abide unto the said C. &c. clearly and freely exonerated, discharged, &c. of and from all and singular former Bargains, Sales, Grants, Leases, Releases, Charges, and other Incumbrances whatsoever by the said T. heretofore made, done or agreed unto, or by the same T. to be made or agreed unto at any time hereafter, contrary to the true meaning and intent of these Presents. *In witness whereof*, &c.

An Assignment of a Recognizance.

THis Indenture, &c. between I.L. Yeoman of the one party, and S.M. of, &c. on the other party, witnesseth, That whereas E.D. of K. in the County of L. Knight, by one Writing or Recognizance bearing date the twenty fifth of &c. taken and acknowledged before one of the Ordinary Masters of his Highness's High Court of Chancery, became bound unto the said I.L. in the Sum of, &c. lawfully &c. for the payment of the Sum of, &c. of like lawful Money, on the 30 day of A. then next ensuing, as by the said Writing or Recognizance, and the Condition thereof, more plainly appeareth; which said Sum of, &c. was not paid, nor any parcel thereof was paid to the said I.L. nor his Assigns, at, nor before the 30 day of A. nor at any time since; by means whereof the said Recognizance became, and now is, and standeth absolute without condition, and in full force and strength in the Law. Now the said I.L. for certain good causes and considerations him thereunto moving, hath assigned, made, ordained, and in his stead and place by these Presents doth put and constitute the above named S. M. his true and lawful Attorney irrevocable, giving, and by these Presents granting unto the said S.M. and his Assigns, full power and authority, by vertue hereof; for him the said I.L. his Executors, Administrators and Assigns, and in his or their Name or Names, and to the proper use and behoof of the said S.M. to ask, levy, recover, perceive, receive, take up, and demand all that the said Sum of, &c. of lawful, &c. mentioned and expressed in the said Recognizance, and every part and parcel thereof; and for non-payment thereof, or any parcel thereof, to see execution upon the said Recognizance, and to obtain the moiety of the Lands, Tenements and Hereditaments which were of the said E.D. at the time of the knowledge of the said Recognizance, or at any time since; and also the said E.D. his

his Heirs, Executors or Administrators for non-payment of the said Sum, or part thereof, to take and cause to be arrested; and Pleas and Processes against him or them to commence, maintain and defend, and of whatsoever in this behalf recovered or received, acquittances or other discharges sufficient for, and in the name of the said I.L. his Executors or Administrators, to make, seal and deliver. Attornies one or more under him to appoint, bear his pleasure to revoke the same again, and all and every other thing and things needful and requisite in and about the Premises, or any parcel thereof, for, and in the Name or Names of the said I.L. his Executors or Administrators, to do, make, execute and accomplish, as fully and effectually in any thing, as he the said I.L. his Executors or Administrators might or could do, if he or they were absolutely present; and also the said I.L. by these Presents doth ratifie, confirm, approve, and allow all and whatsoever the said S.M. or his Assigns shall do, or cause to be done in or about the Premises, or any parcel thereof, in the name of the said I.L. his Executors or Administrators by vertue of these Presents. And the said I.L. for him, &c. covenanteth, &c. in manner and form following, viz. That he the said I.L. his Executors and Administrators, and every of them, shall and will from time to time, and at all times hereafter, at the reasonable request and costs and charges in the Law of the said S.M. his Executors, Administrators and Assigns, ratifie, ad vow, justify and allow all and every such Action and Actions, Suit and Suits, Plaints, Processes, Extents, Judgments and Executions, as at any time and times hereafter shall be brought, obtained, procured, commenced or gotten by the said S. M. his Executors, Administrators or Assigns, or any of them, in the Name or Names of the said I.L. his Executors or Administrators, or any of them, against the said E.D. his Heirs, Executors or Administrators, or any of them, or against his or their, or any of their Goods, Chattels, Lands, Tenements or Hereditaments, or any parcel thereof, for the levying or recovering of the said Sum of, &c. in the said Writing or Recognizance before-mentioned; or of any parcel thereof, without any Non-suit, Release, Retraxit, Disavowry, Discontinuance, or other wilful hindrance or delay of the same Actions, Suits, Extents, Judgments, Executions, or any of them, except it shall be by and with the consent of the said S.M. his Executors or Assigns thereunto first had and obtained in Writing; and also, that he the said I. L. hath not at any time heretofore released nor discharged, nor his Executors nor Administrators shall or will at any time or times hereafter release or discharge the said Writing or Recognizance, or Sum of two hundred pounds therein mentioned, nor any parcel thereof, unless he shall be by, and with the consent of the said S. M. his Executors, Administrators and Assigns thereunto first had and obtained in Writing;

Writing; and also that he the said S.M. his Executors and Assigns, shall or lawfully may peaceably and quietly have, perceive, receive, take, levy any enjoy to his and their own proper use for ever, the said sum of, &c. and the whole benefit, profit, commodity and advantage thereof (without any time or times hereafter which may or shall be obtained, recovered and gotten upon, or by reason of the said Writing or Recognizance; or upon, or by reason of any of the same Actions, Extents, Judgments and Executions to be had, brought or commenced upon the same) without any let, trouble or molestation of the said I.L. his Executors and Administrators, or Assigns, or any of them, or of any other person or persons by his or their means, and without any account or other thing to him or any of them to be therefore had, yielded or made whatsoever. And also the said I.L. covenanteth, &c. That he the said I.L. his Executors and Administrators, shall and will at all times hereafter, and from time to time, at reasonable request and costs and charges of the said S.M. his Executors and Assigns, do, make, acknowledge and execute, and suffer to be done, made, knowledge and executed all and every such further act and acts, thing and things, and devise and devise whatsoever, for the further, better and perfecter assigning, conveying and assuring of the Premises, and every part and parcel thereof to the said G.M. his Executors and Assigns, in form, and to the use aforesaid, as by the said G.M. his Executors or Assigns, or his or their Council learned shall be reasonably devised, advised or required. *In witness, &c.*

An Obligation of an Award with a special Condition.

Noverient universi per Presentes me T.B. de Parochia S. Egidii in Campis in com. Midd. Genr. teniri & firmiter obligari H.S. de Inter. Templ. Lond. Armiger. in Ducent. & Quadragint. Libris bona & legalis moneta Angliæ solvend. eid. H.S. aut suo certo Attornato, Executor. vel Administrator. suis. Ad quam quid solution. bene & fideliter faciend. Obligo me. Heredis. Executors & Administratores meos firmiter per Presentis. Sigillo meo sigillat. Dat. Vicesimo secundo die Martii, Anno Regni Dom. nostri Caroli secundi, dei gratia Angliæ, Scociæ, Franciæ & Hiberniæ, Regis, fidei Defensor. &c. Vicesimo quinto, Annoq; Dom. 1673.

THe Condition of this Obligation is such, That if the above-bounded T.B. his Heirs, Executors and Administrators, for his and their parts and behalfe do in all things well and truly stand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, final End and Determination of R.E. of the Parish of St. Clement Danes in the County of Middlesex Esq; and R. E. of Grays-Inn in the County of Middlesex aforesaid Genr. Arbitrators indifferently named, elected and chosen, as well on the part and behalf of the above-bounded T.B. as of the above named H.S. to Arbitrate, Award, Order, Judge and Determine of and concerning all and all manner of Action and Actions, cause and causes of Actions, Suits, Bills, Bonds, Specialties, Judgments, Extents, Quarrels, Controversies, Trespasses, Damages and Demands whatsoever, at any time or times heretofore had, made, moved, brought, commenced, sued, prosecuted, done, suffered, committed or depending by or between the said parties, or either of them, so as the said Award be made, concluded and agreed upon, and signed and sealed by the Arbitrators aforesaid, on or before the third day of April next ensuing the date of these Presents. But if the said Arbitrators do not make such their Award of and concerning the Premises by the time aforesaid, That then if the said T.B. his Heirs, Executors and Administrators, for his and their parts and behalfe do in all things well and truly stand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, Umpirage, final End and Determination of G.L. of Chelsey in the County of Midd. aforesaid, Esquire, elected and chosen Umpire by and between the said parties of and concerning the Premises; so as the said Umpire do make his Award or Umpirage of and concerning the Premises in writing under his hand and seal, and to be by him published on or before the fourth day of May ensuing next: Then this Obligation to be void, or else to remain in full force, strength and vertue.

Sealed and delivered
in the presence of

AN

An Obligation from two to one.

Noverint universi per Presentes nos T.B. de Rockingham in Com. Rancie, & B.E. de Croyden in Com. Surrey Milit & Baronet. teneri & firmiter obligari W.G. de Alesbury in Com. Bucks Armig. in Mille & Ducentis Libris bone & legalis monete Angliz; solvend. eid. W.G. aut suo certo Attornat. Execut. vel Administrat. suis. Ad quam quidem solation. bene & fideliter faciend obligamus nos & utrunq; nostr. per se pro toto & in solid. Hered. Execut. & Administrat. nostr. firmiter per Presentes. Sigillis nostr. sigillat. Dat. Vicesimo nono die Novembris, Anno Regni Dom. nostr. Caroli Secundi, Dei grat. Angliz, Scotie, Francie & Hibernie, Regis, fidei Defensor. &c. Vicesimo quinto, Annoq; Dom. 1673.

An Obligation from three to three.

Noverint universi per Presentes nos F.G. de H. in Com. L. Generosum C.D. de N. in Com. pred. Generosum, & T.D. de W. in Com. pred. Generosum, teneri & firmiter obligari H.R. de I. in Com. E. Yeoman, M.F. de C. in Com. pred. Yeoman, & G.P. de A. in Com. H. Yeoman, in Ducentis Libris bone & legalis monete Angliz solvend. eis. F.G. C.D. & T.W. vel alicui eorum, aut suo certo Attornat. Executor. Administrat. vel. Assignat. suis. Ad quam quidem solation. bene & fideliter faciend. Obligamus nos & quemlibet nostram per se pro toto & in solid. Heredes, Executores & Administratores nostros, & cujuslibet nostrum. firmiter per Presentes. Sigillis nostris sigillat. Dat. primo die Aprilis, Anno Regni Dom. nostri Caroli Secundi, Dei grat. Angliz, Scotie, Francie & Hibernie, Regis, fidei Defensor. &c. Vicesimo quinto, Annoq; Dom. 1673.

An Exact Table, shewing how many years Purchase a Lease or Annuity, to endure for a term of years under 33, is worth presently at Interest upon Interest, at six in the hundred; and shewing plainly how to discount any Lease in being, and the true value of the Reversion after any number of years.

Years of a Lease	Years	Months	Dec. parts
1	0	1	0
2	1	9	9
3	2	8	1
4	3	5	9
5	4	2	5
6	4	11	0
7	5	7	0
8	6	2	5
9	6	9	6
10	7	4	3
11	7	10	7
12	8	4	6
13	8	10	3
14	9	3	6
15	9	8	5
16	10	1	3
17	10	5	8
18	10	9	9
19	11	1	3
20	11	5	7
21	11	9	3
22	12	0	5
23	12	3	6
24	12	6	6
25	12	9	4
26	13	0	0
27	13	2	5
28	13		1
29	13	7	9
30	13	9	2
31	13	11	
32	14	1	0
33	14	3	0

The Use and Explanation of the
TABLE.

The first Column towards the left hand, sheweth the years of a Lease or Annuity, and right against each year, is the Years, Months and Decimal parts of a Months Purchase, that such a Lease or Annuity is worth.

Example.

Suppose a Lease or Annuity to continue ten years, and you would know how many years Purchase it is worth in present Money; look into the Table for ten years of a Lease to the left hand, and against the same, you shall find 7. 4. 3. which sheweth such a Lease to be worth 7 years, 4 months, and 3 tenth parts of a months Purchase.

Again,

Again, are you to take or buy the Reversion of any Lease or Annuity?

Work thus: Suppose the Lease to be 30 years in all, you find in the second Table, and the right hand against it, 13 Years, 9 Months, and a tenth part of a Months Purchase; this it were worth, were it in present Possession: But suppose there be a Lease of five years (more or less) before your commence, look in the Table against the 5 years, and there you find 4 years, 2 months, and 5 tenth parts, half a months Purchase; take this out of the Sum against thirty, which is 13.9.2.4.2.5. the remainder is 9 years, 6 months, 7 tenth parts of a month; and so much is the Reversion after 5 years, worth the Remainder of 30 years: this is useful and very easie.

The four Terms, with their Returns.

Hillary Term beginneth Jan. 23. and endeth Feb. the 12.

In 8 days of St. Hillary } Jan. 21. Jan. 22.
 } Jan. 20. } Jan. 23.

From the day of St. Hillary } Jan. 27. Jan. 28.
 in 15 days, Jan. 27. } Jan. 29, 30.

In the Morrow of the Purification of } Febr. 4. Febr. 5.
 the blessed Virgin Mary, Febr. 3. } Febr. 6.

In 8 days of the Purification of the } Febr. 10. Febr. 11.
 blessed Virgin Mary, Febr. 10. } Febr. 12.

Easter-Term begins 17 days after Easter, and Ends and Returns.

From the day of Easter in fifteen Days.
 From the day of Easter in three Weeks.
 From the day of Easter in one Month.
 From the day of Easter in three Weeks.

Trinity.

*Trinity Term begins the Friday Seven night after
Whitsunday.*

ON the Morrow of the *Holy Trinity.*

In eight days of the *Holy Trinity.*

From the day of the *Holy Trinity* in fifteen days.

From the day of the *Holy Trinity* in three Weeks.

*Michaelmas-Term begins the 23 of October, and endeth
the 28 of November.*

1. **F**rom the day of *St. Michael* in three } *October* 21,
Weeks, *October* 20. } 22, 23.
2. From the day of *St. Michael* in one } *October* 28,
Month, *October* 27. } 29, 30.
3. On the Morrow of *All Souls*, No- } *November* 4,
vember 3. } 5, 6.
4. On the Morrow of *St. Martin*, No- } *November* 13,
vember 12. } 14, 15.
5. In the days of *St. Martin*, Novem- } *November* 19,
ber, 18. } 20, 21.
6. From the day of *St. Martin*, in } *November* 26,
15 days, *November*. } 27, 28.

A plain and easie Table shewing the true Interest due upon any sum of Mony, from 5 s. to an 100 l. for a year, or under, after of 6 l. in the hundred.

	1 Mo.			3 Mo.			6 Mo.			9 Mo.			Year.		
	sh.	p.	q.	sh.	p.	q.	sh.	p.	q.	sh.	p.	q.	sh.	p.	q.
Still.	5	0	0	10	0	3	0	1	3	0	2	2	0	3	2
	10	0	0	20	1	3	0	3	2	0	5	2	0	7	1
	15	0	0	30	2	2	0	5	1	0	8	0	0	10	2
Pounds.	1	0	1	00	3	2	0	7	0	0	1	2	1	2	1
	2	0	2	10	7	0	1	2	1	1	9	1	2	4	2
	3	0	3	20	10	2	2	9	1	2	7	3	3	6	3
	4	0	4	31	2	1	2	4	2	3	6	3	4	9	0
	5	0	5	01	6	0	3	0	0	4	6	0	6	0	0
	6	0	7	01	9	2	3	7	0	5	4	2	7	2	1
	7	0	8	12	1	0	4	2	1	6	3	1	8	4	2
	8	0	9	22	4	2	4	9	1	7	1	3	8	6	3
	9	0	10	32	8	1	5	4	2	8	0	3	0	9	0
	p. sh. p.			p. sh. p.			p. sh. p.			p. sh. p.			p. sh. p.		
	p.	sh.	p.	p.	sh.	p.	p.	sh.	p.	p.	sh.	p.	p.	sh.	p.
Tens of Pounds.	10	0	1	00	3	00	6	00	9	00	12	0			
	20	0	2	00	6	00	12	00	18	01	4	0			
	30	0	3	00	9	00	18	01	7	01	16	0			
	40	0	4	00	12	01	4	01	16	02	8	0			
	50	0	5	00	15	01	10	02	5	03	0	0			
	60	0	6	00	18	01	16	02	14	03	12	0			
	70	0	7	01	1	02	2	03	3	84	4	0			
	80	0	8	01	4	02	8	03	12	04	16	0			
	90	0	9	01	7	02	14	04	1	05	8	0			
	100	0	10	01	10	03	00	04	10	06	0	0			

Here

Here follow the Names of Men and Women, with their Trades and Titles: As also the Days of the Month; together with the several Sums of Momy in Latin, in their proper Cases, as they stand in the Obligation or Recognizance.

Confor.

Obligor.

Obligee.

Conusee.

A Ron
Aaron

Abel, see Habel

Abiah

Abiam

Abiather

Abiel

Ablezer

Abihu

Abijah

Abimelech

Abinadab

Abinoam

Abner

Abraham

Absalom

Adam

Adelard, seu

Ethelard

Adolph, see Eu-

dolph

Adoniah

Adrian, see Ha-

drian

Ælfred

Æneas

Agabus

Agrippa

A Aroa

Abel

Abias

Abiam

Abiather

Abiel

Ablezer

Abihu

Abijah

Abimelech

Abinadab

Abinoas

Abner

Abrahamus

Absalon

Adamus

Atbelardus

Eudolphus

Adonia

Adrianus

Ælfredus

Æneas

Agabus

Agrippa

A Aronem

Abelem

Abia vel Ablan

Abiam

Abiather

Abiel

Ablezer

Abihu

Abijah

Abimelech

Abinadab

Abinoam

Abnerem

Abrahamum

Absalonem

Adamum

Adoniam

Adrianum

Ælfredum

Æneam vel

Æneam

Agabum

Agrippam

Y y 2

A Aroa

Abel

Abia

Abiam

Abiather

Abiel

Ablezer

Abihu

Abijah

Abimelech

Abinadab

Abinoas

Abneri

Abrahamo

Absalono

Adamo

Adonia

Adriano

Ælfredo

Æne

Agabo

Agrippa

Abiu

Conusor.	Obligor.	Obligee.	Conussee.
Ahab	Ahab	Ahab	Ahab
Ahaz	Ahaz	Ahaz	Ahaz
Ahaziah	Ahazias	Ahaziam vel Ahazian	Ahazie
Ahiah	Ahias	Ahian vel Ahl.	Abie
Alan	Alanus	Alanum (am	Alano
Alban	Albinus	Albanum	Albano
Alberic, see Averic	Albericus	Albericum	Alberico
Albert	Albertus	Albertum	Alberto
Aldred	Aldredus	Aldredum	Aldredo
Aleward, see Ethelward	Ethelwardus		
Alexander	Alexander	Alexandrum	Alexandro
Algernon	Algernon	Algernon	Algernon
Alphonse	Alphonsus	Alphonsum	Alphoso
Alvin	Alvinus	Alvinum	Alvino
Ambrose	Ambrosius	Ambrosium	Ambroso
Americ	Americus	Americum	Americo
Amlas	Amadus	Amadeum	Amadeo
Aminadab	Aminadab	Aminadab	Aminadab
Amnon	Amnon	Amnon	Amnon
Amos	Amos	Amos	Amos
Amon	Amon	Amonem	Amoni
Ananiah	Ananias	Ananiam	Anania
Ananias	Ananias	Ananiam vel Anania	Ananie
Anarand	Honoratus	Honoratum	Honorato
Andrew	Andreas	Andreani	Andree
Angel	Angelus	Angelum	Angelo
Anselme	Anselmus	Anselmum	Anselmo
Anthony	Antonius	Antonium	Antonio
Antiochus	Antiochus	Antiochum	Antiocho
Apelles	Apelles	Apellem	Apelli
Apollo	Apollo	Apollinem	Apollini
Apolinius	Apolinius	Apollinum	Apolinio
Aquila	Aquila	Aquillam	Aquille
Archelaus	Archelaus	Archelaum	Archelao
Archibald	Archibaldus	Archibaldum	Archibaldo
Aretas	Aretas	Aretam vel Aretan	Areta
Arfaft	Arfaftus	Arfaftum	Arfafto
Arlas	Arlas	Arlam vel Arlan	Arlae
Aristarchus	Aristarchus	Aristarchum	Aristarcha

Arnold

<i>Confor.</i>	<i>Obligor</i>	<i>Obligee.</i>	<i>Consee.</i>
Arnold	Arnoldus	Arnoldum	Arnoldo
Arthur	Arthurus	Arthurum	Arthuro
Averie	Alberius	Albericum	Alberico
Augustine	Augustinus	Augustinum	Augustino
Augustus	Augustus	Augustum	Augusto
Azariah	Azarias	Azarian vel	Azaria
		Azariam	
Azariel	Azariel	Azariel	Azariel

B

B

B

B

B Aldwin
BalthazarB Aldwinus
BalthazarB Aldwl-
BumB Aldwino
Balthazar

for Belshazzar

Belshazzar

Belshazzarem

Belshazzar

Bamfield

Bamfieldus

Bamfieldum

Bamfieldo

Baptist

Baptista

Baptistam

Baptista

Bardulph

Bardulphus

Bardulphum

Bardulpho

Barnaby for
Barnabas

Barnabas

Barnabam

Barnaba

Bartholomew

Bartholomeus

Bartholomeum

Bartholomeo

Baruch

Baruchus

Baruchum

Barucho

Barnaby

Barnabius

Barnabium

Barnabio

Barnham

Barnham

Barnham

Barnham

Basil

Basilus

Basilum

Basilio

Beauchamp

Beauchampus

Beauchampum

Beauchampo

Bede

Beda

Beda

Beda

Benet

Benedictus

Benedictum

Benedicto

Benjamin

Benjaminus

Benjaminum

Benjaminio

Bernard

Bernardus

Bernardum

Bernardo

Bertram

Bertramus

Bertramum

Bertramo

Bevil

Bevil

Bevil

Bevil

Bevis

Bevis

Bevis

Bevis

Bevis

Bogo vel Bello-
nifusBogonem vel
BellonefoBogoni vel
Bellonefo

Bonham

Bonhamus

Bonhamum

Bonhamo

Bonaventure

Bonaventura

Bonaventuram

Bonaventurio

Boniface

Bonifacius

Bonifacium

Bonifacio

Botolph

Botolphus

Botolphum

Botolpho

Blase

Blasus

Blasium

Blasio

Brian

Brianus

Brianum

Briano

Bullen

Bullen

Bullen

Bullen

Butts

Buttus

Buttum

Butto

Conuſor.

Obligor.

Obligat.

Conuſee.

C

C

C

C

C Adwalla-
der**C** Adwalla-
derus**C** Adwalla-
derum**C** Adwalla-
dera

Cæſar

Cæſar

Cæſarem

Cæſari

Caius

Caius

Caium

Caſo

Caleb

Caleb

Calebem

Calebi

Calliſthenes

Calliſthenes

Calliſthenem

Calliſtheni

Capel

Capellas

Capellum

Capello

Cephas

Cephas

Cepham

Cephæ

Charles

Carolus

Carolum

Carolo

Chriſtopher

Chriſtopherus

Chriſtopherum

Chriſtophero

Chryſoſtome

Chryſoſtomus

Chryſoſtomum

Chryſoſtomo

Cirenſus

Cyræniſus

Cirenium

Cirenſio

Cyril

Cyrillus

Cyrillum

Cyrillo

Claudius

Claudius

Claudum

Claudio

Clement

Clemens

Clementem

Clementi

Collen

Collenus

Collenum

Colleno

Conrade

Conradus

Conradum

Conrado

Conſtantine

Conſtantiſus

Conſtantiſum

Conſtantina

Cornellus

Corneliſus

Cornellum

Corneliſo

Crefcens

Crefcens

Crefcentem

Crefcenti

Criſpus

Criſpus

Criſpum

Criſpo

Cuſtans, ſee

Conſtantine

Cuthbert

Cuthbertus

Cuthbertum

Cuthberto

Cyprian

Cyprianus

Cyprianum

Cypriano

D

D

D

D

D Aniel
Dannet**D** Aniel
Dannet-**D** Anielem
Dannet-**D** Anieli
Dannetto

Darius

Darius

Darium

Dario

David

David

Davidem

Davidi

Demophoon

Demophoon

Demophooni

Demophooni

Demetrius

Demetrius

Demetrium

Demetrio

Dennis

Dionyſius

Dionyſium

Dionyſio

Denzell

Denzillus

Denzillum

Denzillo

Deodat

Deodatus

Deodatum

Deodato

Peric, ſee

Theodoric

Theodoricus

Drug

Drugo

Drugonem

Drugoni

Conuſor	Obligor	Obliger.	Conuſec.
Dudley	Dudleius	Dudleium	Dudleio
Duncan	Ducanus	Duncanum	Ducano
Dunſtan	Dunſtanns	Dunſtanum	Dunſtano
Dutton	Dutton	Dutton	Dutton

E

E

E

E

E Adgar for
Eadliger**E** Adgarus**E** Adgarum**E** Adgare

Eadulph

Eadulphus

Eadulphum

Eadulpho

Eadwin

Eadwinus

Eadwinum

Eadwino

Ealdred

Ealdredus

Eldredum

Eldredo

Ealred

Ealredus

Elredum

Elredo

Edmund

Edmundus

Edmundum

Edmundo

Edward

Edwardus vel

Edvardum

Eduardo Ed-

Edwardus

Edwardum

wardo

Egbert or Ec-
bert

Egbertus

Egbertum

Egberto

Eleazer

Eleazer

Eleazarem

Elazar

Elisba

Elisba

Elisbam

Elisbe

Elis or Ellah

Elis

Elisam

Elis

Ellis

Ellisus

Elizeum

Elizeo

Elmer

Elmerus

Elmerum

Elmero

Elnathan

Elnathanus

Elnathanum

Elnathano

Ely

Elius

Elium

Elio

Emerle, ſee
Amerle

Emannel

Emanuel

Emanuelem

Emanueli

Emon

Emon

Emonem

Emoni

Engelbert

Engelbertus

Engelbertum

Engelberto

Ephraim

Ephraim

Ephratum

Ephraimo

Erasmus

Erasmus

Erasmus

Erasmus

Erchenbald

Erchenbaldus

Erchenbaldum

Erchenbaldo

Erneſt

Erneſtus

Erneſtum

Erneſto

Eſay for Iſaiah

Iſaias

Iſaiam

Iſaia

Ethelbald

Ethelbaldus

Ethelbaldum

Ethelbaldo

Ethelbert

Ethelbertus

Ethelbertum

Ethelberto

Ethelard

Ethelardus

Ethelardum

Ethelardo

Ethelred

Ethelredus

Ethelredum

Ethelredo

Ethelſtan

Ethelſtannus

Ethelſtannum

Ethelſtano

Ethelward

Ethelwardus

Ethelwardum

Ethelwardo

Ethelwold

Ethelwoldus

Ethelwoldum

Ethelwoldo

Ethelwolph

Ethelwolphus

Ethelwolphum

Ethelwolpho

Evan

Evanus

Evanum

Evano

Eubulus ſee

Euballus

Euballum

Euballo

Eubal Ybel

Conuſor.

Everard
Eusebius
Eustace
Eutropius
Ezechia
Ezechiel

F

F Abian
Felix
Ferdinando
Festus
Fieg
Florence
Fortunatus
Fowler
Francis
Frederic
Fremund
Fulbert
Fulcher
Fulke or
Foulke

G

G Abriel
Gaius
Gamaliel
Gerrat, ſee
Gerard
Gawin for
Walwyn
Gedaliah
Gefferey
George
Gerald for
Gerard
Gerard
German
Gervas for
Gerfaſt
Gideon

Obligor.

Everardus
Eusebius
Eustachius
Eutropius
Ezechias
Ezechiel

F

F Abianus
Felix
Ferdinandus
Festus
Fiegus
Florentius
Fortunatus
Fowlerus
Franciscus
Predericus
Fremudus
Fulbertus
Fulcherus
Fulco

G

G Abriel
Gaius
Gamaliel
Gawinus
Gedalias
Galfridus
Georgius
Geraldus
Gerardus
Germanus
Gervasius
Walgamus

Obligee.

Everardum
Eusebium
Eustachium
Eutropium
Ezekiam
Ezekielem

F

F Abianum
Felicem
Ferdinandum
Festum
Fiegum
Florentium
Fortunatum
Fowlerum
Franciscum
Fredericum
Fremudum
Fulbertum
Fulcherum
Fulconem

G

G Abriel
Galum
Gamallelem
Gawinum
Gedaliah, Ge-
dallan
Galfridum
Georgium
Garaldum
Germanum
Gervasium
Walgamum

Conuſec.

Everardo
Eusebio
Eustachio
Eutropio
Ezechia
Ezechiel

F

F Abiano
Felicis
Ferdinando
Festo
Fiego
Florentio
Fortunato
Fowlero
Francisco
Frederico
Fremundo
Fulberto
Fulchero
Fulconi

G

G Abrieli
Gaiso
Gamalieli
Gawino
Gedaliae
Galfrido
Giorgio
Geraldio
Germano
Gervasio
Walgamo
Gifford

<i>Confor.</i>	<i>Obligor.</i>	<i>Obligat.</i>	<i>Conusce.</i>
Gifford	<i>Giffordus</i>	Giffordum	<i>Giffordo</i>
Gilbert	<i>Gilbertus</i>	Gilbertum	<i>Gilberto</i>
Giles	<i>Egidius</i>	Egidium	<i>Egidio</i>
Godard	<i>Godardus</i>	Godardum	<i>Godardo</i>
Godfrey	<i>Godfridus</i>	Godfridum	<i>Godfrido</i>
Godrich	<i>Godricus</i>	Godricum	<i>Godrico</i>
Godwyn	<i>Godwynus</i>	Godwinum	<i>Godwino</i>
Gravel	<i>Gravelius</i>	Gravellum	<i>Gravellio</i>
Gregory	<i>Gregorius</i>	Gregorium	<i>Gregorio</i>
Grey	<i>Grigus</i>	Gregum	<i>Grigo</i>
Griffith	<i>Griffithus</i>	Griffithium	<i>Griffithio</i>
Grimbald for Grimoald	<i>Grimoaldus</i>	Grimoaldum	<i>Grimaldo</i>
Gruffin	<i>Gruffinus</i>	Gruffinum	<i>Gruffino</i>
Guy	<i>Guido</i>	Guidonem	<i>Guidoni</i>
Gulfschard, <i>see</i> Wilscham			

H

H

H

H

H Abel
Hadrian

I *Idem cum*
Abel
Idem cum A-
drian

Hannibal
Harbottle
Hardolph
Harbel
Harold
Harman

Hannibal
Harbotellus
Hardolphus
Harblus
Haroldus
Hermanus vel
Arminius

Hannibalem
Harbortellum
Hardolphum
Harblum
Haroldum
Hermanum

Hannibali
Harbottello
Hardolpha
Harblo
Haroldo
Hermano

Hawton
Hector
Helias
Heman
Hengoch
Hengist
Henry
Herbert
Hercules
Herwin
Hermes
Hierome
Hilarie
Hildebert
Homer

Hauton
Hector
Helias
Hemanus
Henos
Hengistus
Henricus
Herbertus
Hercules
Herwinus
Hermes
Hieronimus
Hillarius
Hildebertus
Homerus

Hauton
Hectorem
Heliem vel Heli-
Hemanum (an
Henos
Hengistum
Henricum
Herbertum
Herculem
Herwinum
Hermem
Hieronimum
Hillarum
Hildebertum
Homerum

Hauton
Hectori
Heliæ
Hemano
Henos
Hengisto
Henrico
Herberto
Herculi
Herwino
Hermi
Hieronimo
Hillario
Hildeberto
Homero

Ho-

<i>Compos.</i>	<i>Obligor.</i>	<i>Obligee.</i>	<i>Consee.</i>
Horace	<i>Horatius</i>	Horatium	<i>Horatio</i>
Hofea	<i>Hofea</i>	Hofeam	<i>Hofea</i>
Howell	<i>Hoelins</i> vel <i>Howellius</i>	Hoellum	<i>Hoellio</i>
Hubert	<i>Hubertus</i>	Hubertum	<i>Huberto</i>
Hugh	<i>Hugo</i>	Hugonem	<i>Hugoni</i>
Humphrey	<i>Humphridus</i>	Humphridum	<i>Humphrido</i>

J

J

J

J

Jacob	Jacob	Jacob	Jacob
James	<i>Jacobus</i>	Jacobum	<i>Jacobo</i>
Jason	<i>Jason</i>	Jasonem	<i>Jasoni</i>
Jasper	<i>Gasparus</i>	Gasparum	<i>Gasparo</i>
Jaconias	<i>Jeconias</i>	Jaconiam Jaco- nian	<i>Jeconie</i>
Jeffery	<i>Galsfridus</i>	Galsfridum	<i>Galsfrido</i>
Jenico	<i>Jenico</i>	Jenico	<i>Jenico</i>
Jenkin	<i>Jenkinus</i>	Jenkinum	<i>Jenkino</i>
Jeremy for Je- remiah	<i>Jeremias</i>	Jeremiam	<i>Jeremie</i>
Jerome, <i>see</i> Hierome			
Ignatius	<i>Ignatius</i>	Ignatium	<i>Ignatio</i>
Inglebert, <i>see</i> Englebert			
Jhones	<i>Jhones</i>	Jhonen	<i>Jhoni</i>
Ingram	<i>Engelramus</i>	Engelramum	<i>Engelramo</i>
Joab	<i>Joab</i>	Joabum	<i>Joabo</i>
Joachin	<i>Joachin</i>	Joachinum	<i>Joachino</i>
Joel	<i>Joel</i>	Joelcm	<i>Joeli</i>
Job	<i>Job</i>	Jobum	<i>Jobo</i>
John	<i>Johannes</i>	Johannem	<i>Johanni</i>
Jonas or Jonah	<i>Jonas</i>	Jonam	<i>Jone</i>
Jonathan	<i>Jonathan</i>	Jonathanem	<i>Jonathani</i>
Joscelin	<i>Joscelinus</i> <i>Justulus</i> vel <i>Judocus</i>	Joscelinum	<i>Joscelino</i>
Josias or Jo- fish	<i>Josias</i>	Josiam	<i>Josia</i>
Joseph	<i>Josephus</i>	Josephum	<i>Josipho</i>
Josuah	<i>Josuah</i>	Josuam	<i>Josue</i>
Isaac	<i>Isaachus</i>	Isaachum	<i>Isaaco</i>
Israel	<i>Israel</i>	Israelem	<i>Israelli</i>
Juda	<i>Judas</i>	Judā vel Judan	<i>Jude</i>

Jude

<i>Confor.</i>	<i>Obligor</i>	<i>Obligat.</i>	<i>Conusec.</i>
Jude	Juda	Judam	Jude
Jullus	Julius	Jullum	Jullio
Ivon see Evan			

K

K

K

K

K Ellam
Kenhelm
Kcoard

K Elhamus
Kenhelmus
Kcnardus

K Elhamū
Kēhelmū
Kenardum

K Elbamo
Kenhelmo
Kenardo

L

L

L

L

L Ambert
Lancelot

L Ambertus
Lancelot-
tus

L Ambertū
Lancelot-
tum

L Amberto
Lancelotto

Laurence

Laurentius

Laurentium

Laurentio

Lazarus

Lazarus

Lazarum

Lazaro

Legar for Leo-
degar

Leodegarus

Leodegarum

Leodegaro

Leonel

Leonellus

Leonellum

Leonello

Leopold

Leopoldus

Leopoldum

Leopoldo

Leodpold see
Leopold

Leofstan

Leofstanus

Leofstanum

Leofstano

Leofwin

Leofwinus

Leofwinum

Leofwino

Leonard

Leonardus

Leonardum

Leonardo

Lewls

Ludovicus

Ludovicum

Ludovico

Leolin

Leolinus

Leolinum

Leolino

Lewellin

Lionellus

Lionellum

Lionello

Livin

Livinus

Livinum

Livino

Lodowick

Lodovicus

Lodovicum

Lodovico

Lomeley

Lomeius

Lomeium

Lomeio

Luke

Lucas

Lucam

Laca

M

M

M

M

M Adock
Mala-
chie

M Adocus
Mala-
chias

M Adocū
Mala-
chiam

M Adoca
Mala-
chia

Mallet for
Marcellus

Manasseb

Manasseb

Manasseb

Manasseb

Manasses

Manassem

Manassi

Marcellus

Marcellus

Marcellum

Marcello

Mark

Marcus

Marcum

Marco

Marma.

<i>Conusor.</i>	<i>Obligor.</i>	<i>Obligee.</i>	<i>Conussee.</i>
Marmaduke	Marmaducus	Marmaducum	Marmaduco
Martel for Marcellus			
Martin	Martinus	Martinum	Martino
Marvin	Marvinus	Marvisum	Marvino
Matthew	Matthæus	Matthæum	Matthæo
Matthias	Matthias	Matthiam	Matthie
Maugre	Malgerius	Malgerium	Malgerio
Maurice	Mauritius	Mauritium	Mauritio
Maximilian	Maximilianus	Maximilianum	Maximiliano
Maximus	Maximus	Maximum	Maximo
Melchisedeck	Melchisedeck	Melchisedek	Melchisedeco
Merven	Mervenus	Mervenum	Merveno
Mercury	Mercurius	Mercurium	Mercurio
Meredith	Mereducius	Mereducium	Mereducio
Merick	Mericus	Mericum	Merico
Michael	Michael	Michaelem	Michaelli
Miles	Milo	Milonem	Miloni
Mildmay	Mildmaius	Mildmaium	Mildmaio
Morrogh	Morroghus	Morroghum	Morrogho
Morgan	Morganus	Morganum	Morgano
Moses	Moses	Mosem	Mosi
Mountrague	Mountague	Mountague	Mountague
Mountjoy	Mountjoy	Mountjoy	Mountjoy

N

N

N

N

N Athan
Nathani-
el
Neal
Nehemiah

N Athan
Nathani-
el
Nigellus
Nehemiah

N Athanem
Nathani-
elem
Nigellum
Nehemiam vel
Nehemian

N Athan
Nathani-
eli
Nigello
Nehemie

Nichanor
Nichodemus
Nicholas
Nigel see
Neal

Nichanor
Nichodemus
Nicholaus

Nichanor
Nichodemum
Nicholaum

Nichanor
Nichodemo
Nicholao

Noah
Noel
Norman

Noah
Noel
Normanus

Noah
Noelium
Normanum

Noah
Noelio
Normano

Obadiah

Conſor.	Obligor.	Obligat.	Conſec.
O	O	O	O
O Badiah Obcd	O Badia Obcd	O Badiam Obcd	O Badie Obcd
Odan, ſee Otho			
Oliver	Oliverus	Oliverum	Olivero
Olympas	Olympas	Olympam vel Olympam	Olympæ
Onesiphorus	Onesiphorus	Onesiphorum	Onesiphoro
Origen	Origines	Originem	Origini
Osbern	Osbernus	Osbernium	Osberno
Osbert	Osbertus	Osbertum	Osberto
Oſea, ſee Hoſea	Oſea		
Oſmund	Oſmundus	Oſmund	Oſmundo
Oſwold	Oſwoldus	Oſwoldum	Oſwaldo
Othes, ſee Otho			
Otho	Otho	Othonem	Othoni
Otrey & Otwel from Otho			
Owen	Ogdoenus vel Audoenus	Ogdœnum	Ogdæno
P	P	P	P
P Armenas	P Armenas	P Armenam vel Par- menam	P Armenæ
Pafchal	Pafchalis	Pafchalem	Pafchali
Patrick	Patricius	Patricium	Patricio
Patrebas	Patrebas	Patrebam vel Patreban	Patrebæ
Patroclus	Patroclus	Patroclum	Patroclo
Paulet	Pauletus	Pauletum	Pauleto
Paul	Paulus	Paulum	Paulo
Paulin	Paulinus	Paulinum	Paulino
Percival	Percival	Percivalum	Percivalo
Peregrine	Peregrinus	Peregrinum	Peregrino
Peter	Petrus	Petrum	Petro
Peirce	Peircius	Peircium	Peircio
Philbert	Philebertus	Philebertum	Phileberto
Philip	Philippus	Philippum	Philippo
Phineas	Phineas	Phineam	Phineæ
Philemon	Philemon	Philemonem	Philemoni
Posthumus	Posthumus	Posthumum	Posthumo
Poynings	Poynings	Poyninga	Poynings

Conuſor.

Obligor.

Obligat.

Conuſee.

Q

Q

Q

Q

Q Ulorin
Quinti-
(lian
R

Q Uintinus
Quintili-
(anus
R

Q Ulorin
Quintill-
(anum
R

Q Uintino
Quintili-
(ani
R

R Andol or
Ranulph
Ralph
Raphael
Raymund
Reynfred
Reynold

Reuben
Rheſe
Rice
Richard
Robert
Roger
Roman
Rowland

S

R Anulphus
Radulphus
Raphael
Raymundus
Reynfredus
Reginaldus vel
Reynoldus

Reuben
Rheſus
Riceus
Richardus
Robertus
Rogerius
Romanus
Rolandus

S

R Anul-
phum
Radulphum
Raphaclem
Raymundum
Reynfredum
Reginaldum
Reynoldum

Reubenem
Rheſum
Riceum
Richardum
Robertum
Rogerum
Romanum
Rolandum

S

R Anulpho
Radulpho
Raphaceli
Raymundo
Reynfredo
Reginaldo

Reubeni
Rheſo
Riceo
Richardo
Roberto
Rogerio
Romano
Rolando

S

S Abcot
Savil
Saint John
Sampſon
Samuel
Saul
Sebastian
Sigismund
Sylvanus
Sylveſter
Sylvius
Simeon
Simon
Spencer
Stephanus
Stephen
Swithin
Sydney

S Abcorus
Sackvil
Saint John
Sampſon
Samuel
Saulus
Sebastianus
Sigismadus
Sylvanus
Sylveſter
Sylvius
Simeon
Simon
Spencerus
Stephanus
Swithinus
Sydneyus

S Abcorum
Sackvill
Saint John
Sampſonem
Samuelem
Saulum
Sebastianum
Sigismundum
Sylvanum
Sylveſtrem
Sylvium
Simeonem
Simonem
Spencerum
Stephanum
Stephanum
Swithionum
Sydneyum

S Abcoto
Sackvil
Saint John
Sampſoni
Samueli
Saulo
Sebastiano
Sigismundo
Sylvano
Sylveſtri
Sylvio
Simoni
Simoni
Spencero
Stephano
Stephano
Swithino
Sydneyo

Tal

Consof.

Obligor.

Obligee.

Consee.

T

T

T

T

T Albot
Terry *see*
Theodore

T *Albertus*

T Albot-
rum

T *alberto*

Theobald

Theobaldus

Theobaldum

Theobaldo

Theodore

Theodorus

Theodorum

Theodoro

Theodorick

Theodoricus

Theodoricum

Theodorico

Theodosius

Theodosius

Theodosium

Theodosio

Theophilus

Theophilus

Theophilum

Theophilo

Thomas

Thomas

Thomam

Thomas

Tibel or

Theobald

Tiege

Tiege

Tiegum

Tiege

Timothy

Timotheus

Timotheum

Timotheo

Titus

Titus

Titum

Titio

Tychicus

Tychicus

Tychicum

Tychico

Toble, Tobias

Tobias

Toblam

Tobia

or Tobiah

Trinnian

Trinnianus

Trinianum

Triniano

Tristram

Tristramus

Tristramum

Tristrano

Trophimus

Trophimus

Trophimum

Trophimo

Turstan for

Turstanus

Turstanum

Turstano

Trustan

V Alter
Valens

V *Alter*
Valens

V Alterum
Valens

V *Altero*
Valens

Valentine

Valentinus

Valentinum

Valentino

Uchfred

uchfredus

Uchfredum

uchfredo

Villiam

Villiamus

Villiamum

Villiamo

Vincent

Vincencius

Vicentium

Vincencio

Vital

Vitalis

Vitalet

Vitali

Vivian

Vivianus

Vivianum

Viviano

Urbanus

urbanus

Urbanum

urbano

Urian

urians

Urianum

uriano

Uriah

urias

Uriam vel

uria

Urian

Walter

Conjor.	Obligor.	Obligee.	Consee.
W	W	W	W
W Alter Walwin	W Alterus Walga- mus	W Alterum Walga- mum	W Altero Walgamo
Warin	Guarinus	Guaroom	Guarino
Warren	warren	Warren	Warren
William	Gulielmus vel willielmus	Willielmum vel Gulielmum	willielmo
Wilfrid	Wilfridus	Wilfridum	Wilfrido
Willibald	Willibaldus	Willibaldum	Willibaldo
Wimund	Wimundus	Wimundum	Wimundo
Wischard	Guischardus	Guischardum	Guischardo
Wulpher	Wulpherus	Wulpherum	Wulphero
Wulstan	Wulstanus	Wolstanum	Wolstano vel Wulstano
Y	Y	Y	Y
Y Bel Ythel	E ^{ubulus} Euthalius	E Ubulum Euthallu	E ^{ubulo} Euthalia
Z	Z	Z	Z
Z Acheus Zachary or Zacharias	Z Acheus Zacha- rias	Z Acheum Zachari- am	Z Acheo Zacharia
Zephane	Zephanus	Zephanum	Zephano

The Names of Women.

Confer.

Obligor

Oblig.

Consee.

A

A

A

A

A Bigal
Adelin

Agatha
Agnes
Alethia
Alice
Amie

A Bigal
Adelina

Agatha
Agnes
Alebia
Alicia
Amicia vel
Amat

A Bigalam
Adelinā

Agatham
Agnetem
Alethelam
Aliciam
Amiciam

A Bigale
Adelina

Agathe
Agneti
Aletheie
Alicie
Amicie

Anchoret

Anchoretta

Anchoretam

Anchoretta

Angellet

Angeletta

Angelettam

Angeletta

Anne

Anna

Annam

Anne

Anols

Annis

Annem

Anni

Anastate

Anastasia

Anastatiam

Anastasia

Arbella

Arbella

Arbellam

Arbelle

Andrie

Audria

Audriam

Audria

Avice

Avisa vel

Avisiam

Avisa

Hawisa

Aureola

Aureola

Aureolam

Aureola

Austice

Austicia

Austiciam

Austicia

B

B

B

B

B Arbara
Bathsheba

Beatrice

Bene

Benigna

Bertha

Blanch

Bona

Bridget

B Arbara
Bathsheba

Beatrix

Benedicta

Benigna

Bertha

Blanchia

Bona

Bridgitta

B Arbaram
Bathshebā

Beatricem

Benedictam

Benignam

Bertham

Blanchiam

Bonam

Bridgittam

B Arbura
Bathsheba

Beatrice

Benedicta

Benigna

Bertha

Blanchia

Bona

Bridgitta

Callandra

Z z

Conusor.

Obligor.

Obligee.

Conussee.

C

C

C

C

Cassandra
Chara
Charity
Christian
Cicely
Clare
Constance

Cassandra
Chara
Charitas
Christiana
Cecilia
Clara
Constantia

Cassandra
Charam
Charitatem
Christianam
Ceciliam
Claram
Constantiam

Cassandre
Chare
Charitati
Christiane
Cecilie
Clare
Constantie

D

D

D

D

Deborah
Dentis or
Dionis or
Dionysia

Deborah
Dionysia

Deboram
Dionysiam

Debore
Dionysia

Diana
Dido
Dorcas
Dorothy
Doufabel
Douse
Dinah
Duella

Diana
Dido
Dorcas
Dorothea
Dulcibella
Dulcia
Dina
Duella

Dianam
Didonem
Dorcadem
Dorotheam
Dulcibellam
Dulciam
Dinam
Duellam

Diane
Didoni
Dorcadi
Dorothea
Dulcibelle
Dulcia
Dina
Dulle

E

E

E

E

E Ade

Auda, Ida,
Ada vel
Idonea

EUdam,
Idam,
Adam, &c.

Auda, Ida,
Ade, &c.

Edith
Elcana
Ellanor
Elhena
Eliza
Elizabeth
Emine

Editha
Elcana
Ellanora
Elhena
Eliza
Elizabetha
Emma vel El-
giva

Editham
Elcanam
Ellanoram
Elhenam
Elizam
Elizabetham
Emmam vel
Elgivam

Edithe
Elcana
Ellanora
Elhena
Elize
Elizabetha
Emma vel El-
giva

Emmet
Eslier
Ethelburgh
Etheldred for
Ethelred

Emmetta
Esliera
Ethelburga
Etheldreda

Emmettam
Eslieram
Ethelburgam
Etheldredam

Emmetta
Esliera
Ethelburge
Etheldreda

Eva

Compos.	Obligor.	Obligat.	Conuſec.
Eva ſee Hevah	Eva		
Evadne	Evadne	Evadnem	Evadne
F	F	F	F
F Alth Florence	F Ides Florentia	F Idem Florentiam	F Idii Florentia
Felix	Felicia	Feliciam	Felicia
Fileda	Fileda	Filedam	Fileda
Fortune	Fortuna	Fortunam	Fortune
Frances	Franciſca	Franciſcam	Franciſca
Frideſwyd	Frideſwyda	Frideſwydam	Frideſwyda
G	G	G	G
G Ertrude Gillan for Julian	G Ertrudis Juliana	G Ertrudē Julianam	G Ertruda Juliana
Gillet	Julietta vel E. gidia	Julietam vel E. gidiam	Julietta vel E. gidie
Gladuce	Gladuſa vel claudia	Gladuſam vel Claudiam	Gladuſe vel Claudia
Godly	Godly	Godly	Godly
Græce	Gracia	Graciam	Gracia
Griffil	Griffhilda	Griffhildam	Griffhilde
Gulnfrida	Gulnfrida	Gulnfridam	Gulnfrida
H	H	H	H
H Agar Hannah	H Agar Hanna	H Agar Hannam	H Agar Hanne
Hawis for Avlee	Hawiſa	Hawiſiam	Hawiſia
Hellen	Helen	Helenam	Helene
Hefter	Heſtera	Heſteram	Heſtera
Hevah	Heva	Hevam	Heve
J	J	J	J
J Acomena Jane Jenget	J Acomena Jana Johannula	J Acomenam Janam Johannu- lam	J Acomene Jane Johannula
Joyce	Jocoſa	Jocoſam	Jocoſa
Johne	Johanna	Johannam	Johanne
		Z Z Z	Itabel

Conuſor.	Obligor.	Obligee.	Conuſec.
Isabel	Isabella	Isabellam	Isabelle
Judith	Juditha	Juditham	Judithe
Julia	Julia	Jullam	Julia

K

K.

* K

K

K Atharine Kinburg Kinulph	K Atharina Kinburga Kinulpha	K Atharinā Kinburgā Kinulpham	K Atharina Kinburga Kinulpha
---	---	--	---

L

L

L

L

L Eah Lettice Lydia Lora Love Luce Lucrece	L Ea Leticia Lydia Lora Amorea Lucia Lucretia	L Eam Leticiam Lydiam Loram Amoream Luciam Lucretiam	L Ee Lettitia Lydia Lora Amora Lucia Lucretia
---	--	---	--

M

M

M

M

M Abel	M Abella, Mabilia Amabilia	M Abellam	M Abelle vel A- mabilia
Magdalen	Magdalena	Magdalenam	Magdalene
Margaret	Margareta	Margaretam	Margarete
Margery	Margeria	Margeriam	Margeria
Mary	Maria	Mariam	Maria
Marian	Marian	Marian	Marian
Martha	Martha	Martham	Marthe
Mawd, Mawd- lin ſee Mag- dalen	Matilda, Ma- tildis vel Matbildis	Matildam	Matilde
Mercy	Miſericordia	Miſericordiam	Miſericordia
Milcent	Milecentia	Milecentiam	Milcentia
Merawd	Meranda	Merandam	Miranda
Mildred	Mildreda	Mildredam	Mildreda
Muriel	Muriela	Murielam	Muriela

N

N

N

N

N Ichola Nicia	N Ichola Nicia	N Icholam Niciam	N Ichola Nicia Olive
--------------------------	--------------------------	----------------------------	-----------------------------------

Conuſor

Obligor

Obligee.

Conuſee.

O

O

O

O

O Live
Olympia
Orabilis

O Liua
Olympia
Orabilis

O Livam
Olympiam
Orabilem

O Liua
Olympia
Orabili

P

P

P

P

P Atience
Parnel

P Atientia
Patronilla

P Atientiam
Petronillā

P Atientie
Petronelle

Penelope

Penelope

Penelopen

Penelope

Philadelphia

Philadelphā

Philadelphiam

Philadelphie

Phillip

Philippa

Phillippam

Phillippe

Phillis

Phillis

Phillidem

Phillidi

Phillida

Phillida

Phillidam

Phillide

Phebe

Phæbe

Phœben

Phæbe

Polixena

Polixena

Polixenam

Polixene

Prisca

Prisca

Priscam

Prisca

Priscilla

Priscilla

Priscillam

Priscilla

Prudence

Prudentia

Prudentiam

Prudentia

R

R

R

R

R Achel
Rade-
gund

R Achel
Rade-
gunda

R Achelam
Rade-
gundam

R Achel
Rade-
gunda

Rebecca

Rebecca

Rebeccam

Rebecca

Rofamund

Rofamunda

Rofamundam

Rofamuda

Rose

Rosa

Rofam

Rose

Rofaclere

Rofaclera

Rofacleram

Rofaclera

S

S

S

S

S Abina
Sanchia

S Abina
Sanchia

S Abinam
Sanchiam

S Abina
Sanchia

Sarah

Sara

Saram

Sarae

Scholaſtica

Scholaſtica

Scholaſticam

Scholaſtica

Sibill

Sibilla

Sibillam

Sibilla

Sophia

Sophia

Sophiam

Sophie

Sophronia

Sophronia

Sophroniam

Sophronie

Sulan or Susan-
na

Sufanna

Sufannam

Sufanna

Conſulor.	Obligor.	Obligee.	Conſec.
T	T	T	T
T Abitha Taco Tamer Taphnes Temperance Thamer Theodofia Tomaſin or Thomaſin	T Abitha Tara Tamera Taphnes Temperantia Thamera Theodofia Thomaſina	T Abitham Tacam Tameram Taphnem Temperantiam Thameram Theodofiam Thomaſinam	T Abithæ Tacæ Tameræ Taphni Temperantie Thameræ Theodofie Thomaſinæ
V	V	V	V
V Enus Urſley or Urſula Vertue	V Enus urſula Virtus	V Eneverem Urſulam Virtutem	V Eneveri urſulæ Virtuti
W	W	W	W
W Alburg or War- burg Winifrid	W Alburga Winifrida	W Albur- gam Winifridam	W Alburgæ Winifridæ

Note, There be many words that be not declined, and the Conſulor Obligor, Conſec, and Obligee are all alike, as before: you may obſerve in reading them.

*Trades and Professions of Men and Women in the
same Case, to fill up the Bonds and Recogni-
zances.*

A Nchor-maker
Apothecary
Armorer
Attorney

A Nchor-faber
Apothecarius
Armifaber
Attornatus

B Aker
Barber-Churgeon
Balliff
Bell-founder
Blacksmith
Bricklayer
Brickmaker
Butcher

P Iftor
Chirurgus Tons.
Ballivus
Campanarius
Ferrifaber
Laterarius

Lanius vel Lanio

C Arpenter
Carrier
Carver
Chandler
Cheefemonger
Chirurgion
Clockmaker
Clothier
Cloathworker
Collier
Combmaker
Confectioner
Cook

A Rehitectus
Plaustrarius
Sculptor
Candelarius
Cafearius
Chirurgus
Horologicus
Pannifex
Pannitonsor
Carbonarius
Pellinarius
Confector
Coqus

Z z 4

Cooper

Cooper
Coppersmith
Crosbowmaker
Carrier
Cutler
Cordwainer

Doliarius
Avarius
Balistarius
Corcinator
Cultellarius
Allutarius

D Raper
Dial-maker
Dice-maker

P Annarius
See Clockmaker
Talorum factor

F Feathermaker
Felmonger
Fisshmonger
Flaxdresser
Fletcher
Founder
Fruiterer
Furrier

P Lumarinus
Pellicarius
Piscenarius
Limpola
Sagittifer
Metalli ductor
Pomarius
Pellicator

G Ardiner
Glacier
Glassmaker
Glover
Goldsmith
Grocer
Girdler
Gun-maker

H Orrulans
Vitrarius
Vitrarius
Chirothecarius
Faber aurarius vel Aurifer
Grocerus
Zonarius
Faber Bombardicus

H Aberdasher
Hatmaker
Hornar
Houriecourier
Hosier

H Aberdasher
Gallerius
Corinarius
Hippocomus
Caligarius

Jeweller

J

Jeweller
Imbroiderer
Inn-keeper
Ironmonger

J

G Emmarinus
Aucupiflor
Pandochas
Ferrarius

L

L Attener
Leatherseller

L

O Richalcarinus
Vellio

M

M Alster
Mafon
Mealman
Meroer
Merchant-Taylor
Millener

M

H Ordearius
Lapidarius
Suffarraneus
Meroerna
Mercator Sciffet
Minutarius

N

N Aller

F

C Lavi-faber

O

O Yleman

O

O Learius

P

P Ainter-stainer
Pavlour
Perfumer
Pewterer
Pinmaker
Plasterer
Plumber
Potter
Poulterer

P

P lctor
Pavior
Odorarius
Stannarius
Acicularius
Gypsator
Plumbarius
Figulus
Pallarins

R

R Ope maker

R

R Estitis

Sedler

S

S Adler
 Salter
 Sawyer
 Scrivener
 Ship-Carpenter
 Silk-Dyer
 Silk-Weaver
 Silver-Smith
 Smith
 Spectacle maker
 Spurrier
 Stationer
 Stone-Cutter

S

E Phipplarius
 Salarinus
 Terrarius
 Scriptor
 Naupagus
 Tinctor Bombycinus
 Sericarius Textor
 Faber Argentarius
 Faber Ferrarius
 Specularius
 Calcarinus
 Bibliopola
 Vide Mason

T

T Allow-Chandler
 Tanner
 Tent maker
 Thatcher
 Trunk-maker
 Turner

T

C Andelarius Sevofus
 Byrsus
 Scenofactorius
 Textor
 Syringator
 Tornator

V

V Intner
 Upholster

V

V Intarius
 Tapetiarius

W

W Atch-maker
 Wax-Chandler
 Weaver
 Wheel-Wright
 Wine-Cooper
 Woodmonger

W

V Ide clockmaker
 Cerarius
 Telarius & Textor
 Rotifex
 Doliarius Vinarius
 Lignarius

The Names of Officers in order.

Alderman
Attorney

Bishop
Captain
Chamberlain of London
Chancellor of a Church
Churchwarden
Clerk
Colonel
Constable
Coroner
Corporal
Councillor
Crier
Dean
Deacon
Emperor
Empress
Judge
Justice
Lawyer
Prothonotary
Secondary
Serjeant at Law
Sheriff
Steward
Water-Bailly

Aldermannus
Attornatus

Episcopus
Dux
Camerarius
Cancellarius
Guardianus Ecclesie
Clericus
Colonellus
Constabularius
Coronator
Manipularis
Consiliarius
Præco
Decanus
Diaconus
Imperator
Imperatrix
Judex
Justitiarius
Jurisconsultus
Prothonotarius
Secundarius
Serviens ad Legem
Vicecomes
Senescallus
Ballivus Aquæ

Bishopricks:

Bath and Wells
Canterbury

Chester
Chichester
Durham
Ely
Exeter
Gloucester
Hereford
Lincoln
Lichfield and Coventry
Norwich
Oxford
Rochester
Salisbury
Winchester

Bath & well.
Cantuariensis Episcopatus

Cestræ
Cicestræ
Dunelm.
Episcopatus Eliensis
Exon
Gloucestræ
Herefordiæ
Lincoln. Episcopatus
Lichfield & Coventr.
Episcopatus Norwicensis
Oxon
Roffen
Salisbur.
Wincestre

Additions

Additions.

Duke	Dux	Ducem	Duci
Marquis	Marchio	Marchi- onem	Marchi- oni
Earl	Comes	Comitem	Comiti
Viscount	Vicecomes	Vicecomitem	Vicecomiti
Baron	Baro	Baronem	Baroni
Knights of the Garter	Prænobilis Or- dinis Peristec- lidis		
Knight Baronet	Miles Baronettus		
Baronet	Baronettus	Baronettum	Baronetto
Knight of the Bath	Eques de Balneo	Equitem de Balneo	Equiti de Bal- neo
Knight Batche- lor	Miles, Eques Auratus	Militem Equi- tem Auratum	Militi, Equiti Auratum
Esquire	Armiger	Armigerum	Armigero
Yeoman	Yeoman		
Gentleman	Generosus	Generosum	Generoso
Doctor of the Civil Law	Legum Doctor	Legum Docto- rem	Legum Doctori
Doctor of Di- vinity	Theologiæ Pro- fessor	Theologiæ Professorem	Theologiæ Pro- fessori
Doctor of Physick	Medicinæ Doctor	Medicinæ Do- ctorem	Medicinæ Do- ctori
Batchelor of Divinity	Theologiæ Bac- calaureus	Theologiæ Bac- calaureum	Theologiæ Bac- calaureo
Master of Arts	Magister Arti- um	Magistrum [Ar- tium	Magistro Ar- tium
Bachelor of Arts	Baccalaureus Artium	Baccalaureum Artium	Baccalaureo Artium
Parson	Clericus	Clericum	Clerico
Batchelor of Law	Legum Bacca- laureus	Legum Bacca- laureum	Legum Bacca- laureo
Merchant	Mercator	Mercatorem	Mercatori

Additions.

D <i>Ucchefs</i> Marchi- ones	D <i>ucissa</i> Marchi- onissa	D <i>Ucissam</i> Marchi- nissam	D <i>ucissa</i> Marchi- onissa
Countess	Comitissa	Comitissam	Comitissa
Vicountess	Vicecomitissa	Vicecomitissam	Vicecomitissa
Baroness	Baronissa	Baronissam	Baronissa
Lady	Domina	Dominam	Domina
Widow	Vidua	Viduam	Vidua
Gentlewoman	Generosa	Generosam	Generosa
Spinster	Spinster	Spinster	Spinster

Cities.

B Ath
Bristol
Canterbury
Chichester
Gloucester
Hereford
Lichfield
Lincoln
London
Norwich
Oxford
Rochester
York
Winchester
Exeter
Worcester

De Civitate

B Athon
Bristol
Cantuarie
Cicester
Gloucestræ
Hereford
Lichfield
Lincoln.
London
Norwicæ
Oxonie
Roffæ
Eboras
Wintoniæ
Exoniæ
Wigorn.

Counties

Counties.

Barkeſhire
 Bedfordſhire
 Buckinghamſhire
 Cambridgſhire
 Cheſhire
 Cornwal
 Cumberland
 Darbyſhire
 Devonſhire
 Dorſetſhire
 Durham
 Eſſex
 Glouceſterſhire
 Hampſhire
 Hertfordſhire
 Herefordſhire
 Huntingdonſhire
 Kent
 Lancaſhire
 Leiceſterſhire
 Lincolnſhire
 Middleſex
 Northamptonſhire
 Northinghamſhire
 Northumberland
 Norfolk
 Oxford
 Rutland
 Shropſhire
 Somerſetſhire
 Staffordſhire
 Suffolk
 Suſſex
 Surry
 Warwickſhire
 Weſtmoreland
 Wilthire
 Worceſterſhire

 Yorkſhire
 Brecknockſhire

Berkeſſie
 Bedfordſie
 Buckinghamſie
 Cantabrigie
 Ceſtrſie
 Cornubiſie
 Cumbrie
 Darb.
 Deven
 Dorſet.
 Danelm.
 Eſſex
 Gloceſtrſie
 Southampton.
 Hertſfordſie
 Hertfordia
 Huntingtonſie
 Kanc.
 Lancaſtrſie
 Leiceſtrſie
 Lincoln.
 Middleſex
 Northampton
 Nottinghamſie
 Northumbria
 Norfolciſie
 Oxon.
 Rutlandſie
 Salopiſie
 Somerſet
 Staffordſie
 Suffolciſie
 Suſſexſie
 Surry
 Warwick
 Weſtmoreland
 Wiltonſie
 Wigornſie
 Wigorum
 Eborum
 Brecknock

In Comitatu

Counties.

Cardiganshire
Carmarthenshire
Carnarvan
Denbighshire
Flintshire
Glamorganshire
Montgomeryshire
Moumothshire
Merionethshire
Pembrookshire
Radnorshire

Cardigan
Carmarthen
Carnarvon
Denbigh
Flint
Glamorgan
Montgomery
Monmouth
Merioneth
Pembrochie
Radnor

Obligation.

Primo
Secundo
Tertio
Quarto
Quinto
Sexto
Septimo
Octavo
Nono
Decimo
Undecimo
Duodecimo
Tertio decimo
Quarto decimo
Quinto decimo
Sexto decimo
Decimo septimo
Decimo octavo
Decimo nono
Vicesimo
Vicesimo primo
Vicesimo secundo
Vicesimo tertio
Vicesimo quarto
Vicesimo quinto
Vicesimo sexto
Vicesimo septimo
Vicesimo octavo
Vicesimo nono
Tricesimo
Tricesimo primo

Januarii
Februarii
Martii
Aprilis
Maii
Junii
Julii
Augusti
Septembris
Octobris
Novembris
Decembris

Dat

Die

Millefimo

*The Dates of Bonds.**Millesimo sexcentesimo sexagesimo.*

Anno Domini	1662	<i>secundo</i>
	1663	<i>tertio</i>
	1664	<i>quarto</i>
	1665	<i>quinto</i>
	1666	<i>sexto</i>
	1667	<i>septimo</i>
	1668	<i>octavo</i>
	1669	<i>nono</i>
	1670	<i>septuagesimo</i>
	1671	<i>primo</i>
	1672	<i>secundo</i>
	1680	<i>octogesimo</i>
	1690	<i>nonagesimo</i>
	1700	<i>Millesimo septingesimo, &c.</i>

Nomina Mensium.

J January	J <i>Annarius</i>	ril
February	<i>Februarius</i>	ril
March	<i>Martius</i>	chl
April	<i>Aprilis</i>	lis
May	<i>Maius</i>	fi
June	<i>Junius</i>	i
July	<i>Julius</i>	i
August	<i>Augustus</i>	sti
September	<i>September</i>	bris
October	<i>October</i>	bris
November	<i>November</i>	bris
December	<i>December</i>	bris

The

Dates of Bonds.

First day
Second day

Third day

Fourth day

Fifth day

Sixth day

Seventh day

Eighth day

Ninth day

Tenth day

Eleventh day

Twelfth day

Thirteenth day

Fourteenth day

Fifteenth day

Sixteenth day

Seventeenth day

Eighteenth day

Nineteenth day

Twentieth day

One and twentieth day

Two and twentieth day

Three and twentieth day

Four and twentieth day

Five and twentieth day

Six and twentieth day

Seven and twentieth day

Eight and twentieth day

Nine and twentieth day

Thirtieth day

One and thirtieth day

Primus dies

Secundus dies

Tertius dies

Quartus dies

Quintus dies

Sextus dies

Septimus dies

Octavus dies

Nonus dies

Decimus dies

Undecimus dies

Duodecimus dies

Tertius decimus dies

Quartus decimus dies

Quintus decimus dies

Sextus decimus dies

Decimus septimus dies

Decimus octavus dies

Decimus nonus dies

Vicesimus dies

Vicesimus primus dies

Vicesimus secundus dies

Vicesimus tertius dies

Vicesimus quartus dies

Vicesimus quintus dies

Vicesimus sextus dies

Vicesimus septimus dies

Vicesimus octavus dies

Vicesimus nonus dies

Tricesimus dies

Tricesimus primus dies

Sums of Money.

One shilling

Two shillings

Three shillings

Four shillings

Five shillings

Six shillings

unus solidus

duo solidi

tres solidi

quatuor solidi

quinque solidi

sex solidi

Seven shillings
 Eight shillings
 Nine shillings
 Ten shillings
 Eleven shillings
 Twelve shillings
 Thirteen shillings
 Fourteen shillings
 Fifteen shillings
 Sixteen shillings
 Seventeen shillings
 Eighteen shillings
 Nineteen shillings
 Twenty shillings
 Thirty shillings
 Forty shillings
 Fifty shillings
 Three pounds
 Four pounds
 Five pounds
 Six pounds
 Seven pounds
 Eight pounds
 Nine pounds
 Ten pounds
 Twenty pounds
 Thirty pounds
 Forty pounds
 Fifty pounds
 Sixty pounds
 Seventy pounds
 Eighty pounds
 Ninety pounds

One hundred pounds
 Two hundred pounds
 Three hundred pounds
 Four hundred pounds
 Five hundred pounds
 Six hundred pounds
 Seven hundred pounds
 Eight hundred pounds
 Nine hundred pounds

Septem solidi
 Octo solidi
 Novem solidi
 Decem solidi
 Undecim solidi
 Duodecim solidi
 Tredecim solidi
 Quatuordecim solidi
 Quindecim solidi
 Sexdecim solidi
 Septemdecim solidi
 Octodecim solidi
 Novemdecim solidi
 Viginti solidi
 Triginta solidi
 Quadraginta solidi
 Quinquaginta solidi
 Tres librae
 Quatuor librae
 Quinque librae
 Sex librae
 Septem librae
 Octo librae
 Novem librae
 Decem librae
 Viginti librae
 Triginta librae
 Quadraginta librae
 Quinquaginta librae
 Sexaginta librae
 Septuaginta librae
 Octoginta librae
 Nonaginta librae

Centum librae
 Ducenta librae
 Trecenta librae
 Quadringenta librae
 Quingenta librae
 Sexcenta librae
 Septingenta librae
 Octingenta librae
 Noningenta librae

One thousand pounds
 Two thousand pounds
 Three thousand pounds
 Four thousand pounds
 Five thousand pounds
 Six thousand pounds
 Seven thousand pounds
 Eight thousand pounds
 Nine thousand pounds
 Ten thousand pounds

Mille libra
Duo mille librae
Tres mille librae
Quatuor mille librae
Quinque mille librae
Six mille librae
Septem mille librae
Octo mille librae
Novem mille librae
Decem mille librae

And so forwards as cause shall require.

Recognizance.

F Our
 Five
 Six
 Seven
 Eight
 Nine
 Ten
 Eleven
 Twelve
 Thirteen
 Fourteen
 Fifteen
 Sixteen
 Seventeen
 Eighteen
 Nineteen
 Twenty
 Thirty
 Forty
 Fifty
 Sixty
 Seventy
 Eighty
 Ninety

Pounds

Quatuor
Quinque
Six
Septem
Octo
Novem
Decem
Undecim
Duodecim
Tredecim
Quatuordecim
Quindecim
Sextdecim
Septemdecim
Octodecim
Novemdecim
Viginta
Triginta
Quadraginta
Quinquaginta
Sexaginta
Septuaginta
Octoginta
Nonaginta

Librae

One hundred
Two hundred
Three hundred
Four hundred
Five hundred
Six hundred
Seven hundred
Eight hundred
Nine hundred
One thousand
Two thousand
Three thousand

Pounds

Centum
Ducenta.
Trecenta
Quadrिंगenta
Quingenta
Sexcenta
Septingenta
Octingenta
Nongenta
Mille
Duas Mille vel bis Mille
Tres Mille

Libra

L.	In
100	Centum
200	Ducentis
300	Trecentis
400	Quadrिंगentis
500	Quingentis
600	Sexcentis
700	Septingentis
800	Octingentis
900	Nongentis
1000	Mille
2000	Duobus Mille
3000	Tribus Mille
4000	Quatuor Mille

The Table

Digested under
Several HEADS:

Indentures.

- A**N Indenture of Annuity for forty years, if the Party to whom it is granted live so long *Part 1. Page 1*
- An Indenture of a Lease of a Messuage and Lands, with extraordinary Covenants *1. 4*
- A Lease of an House and Land made in consideration of a sum of money paying a pepper-corn yearly, the Fee simple being in the Lessor *1. 8*
- An Indenture for justifying of Actions, upon setting over a Statute-staple *1. 31*
- An Indenture between the Scavenger and Raker for cleansing the Streets *1. 32*
- A Lease made (In consideration of a surrender of a former Lease) to continue for 3 lives with good Covenants *1. 36*
- A Grant of an Extent penned by Mr. Thomas Bramley then Solicitor *1. 41*
- A short Lease of Tythes *1. 44*
- An Assurance of a Joynture to a

- Wife with Remainder in Tail *Part 1. Page 49*
- A Lease of a Fee-Farm and certain Lands with necessary Covenants *1. 50*
- A Lease of divers Lands with a Covenant to pay Herlots upon Deaths, with many other necessary Covenants *1. 72*
- A joynture with divers limitations, with a Provifo for revocation *1. 77*
- A sale of the Molery of a Rent reserved by Lease *1. 88*
- A Charter-party for a Shipvoyage *1. 101*
- An Indenture of bargain and sale of a Mannor, with necessary Covenants *1. 104*
- An Indenture to lead to the use of a Fine *1. 108*
- An Indenture of Demise of divers Lands for 1000 years, paying a Pepper-corn yearly *1. 109*
- A Re-demise of the former demised Premises to the same parties, reserving the Rent of
- A a a 3

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An	Indenture of a Defeazance for making void all former Statutes, paying a sum of money and performance of Covenants	1. 124	A Deed of Joynture; wherein Lands are settled under a Proviso to be void on the assurance of other Lands of the same value, and to the same uses	2. 1
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A	Bargain and Sale of a House in London	<i>ibid.</i>	An Indenture wherein R. F. being	
A	Short Lease of a House in London	1. 134		
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A	Defeazance upon a Mortgage			

The T A B L E.

ing seized of a Tenement, &c. in Fee with remainder wherein E. F. hath an Estate for life, having levied a Fine, suffereth a Recovery, and assu-
reth the same to R. F. and his Heirs in Fee-simple by the said Deed; with Observations thereon 2. 25

An Indenture wherein J. V. being seized of a Tenement *jure uxoris* for her life, the Remainder in Fee-tail to T. M. together with his Wife, and the Tenant in Tail convey the same to T. S. and his Heirs, the assurance as by Fine and Recovery intended, the use whereof being to T. S. &c. is directed by the said Deed, wherein are comprised necessary Covenants 2. 29

An Indenture where W. K. being seized of Lands, &c. in Fee-tail with Remainders, dieth, having three Daughters, who as Co-heirs enter, and one of the Co-heirs and her Husband for the better conveyance of his Wives part to J. F. and his Heirs, suffer a Recovery, and by the said Deed together with the Tenant of the Freehold and the Recoverers direct the use of the same 2. 36

An Indenture wherein W. B. being possessed of Lands for term of years (the inheritance of which were conveyed to R. R. and W. B. in trust, to be disposed of as W. B. and his Wife should appoint) contracts with W. B. for sale, the assurance advised thus, for

keeping on foot the term, and preventing incumbrances, the term should be granted unto W. himself for life, and the Inheritance is conveyed to his Son in the said Deed 2. 41

An Indenture wherein R. M. being seized of Land *jure uxoris* the being a Co-heir, purchaseth of J. N. to whom the Estate of the other Co-heir is come, all the Lands; the conveyance is by Recovery concluded by J. N. with Notes thereon 2. 42

An Indenture wherein P. H. purchaseth of W. H. &c. *uxor*, Lands; &c. other Lands he holds in right of J. his Wife, to whom the said were devised by her Brother in Fee-simple, the Brother and Heir of the Devisor intendeth to settle other Lands which came to him by descent on the said P. and J. his Wife, in Fee-tail: now for settling as well the Lands purchased of H. as all the rest, a Fine is levied by W. H. &c. *uxor* J. J. Heir of the Devisor, &c. *uxor*, the said P. H. &c. *uxor*, and T. P. and C. J. uses declared by the said Deed 2. 45

An Indenture wherein a Marriage being intended between T. G. and P. B. single woman, P. in regard the Joyature agreed upon cannot be presently assumed with consent; T. makes inover all other Lands, &c. Jewels, Money, &c. to E. her Sister in trust, &c. 2. 49

An Indenture wherein A. and B. his Wife, being possessed of a certain 4. 1

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certain Mannor, and Lands,
Covenants with C. and D. to
Jery a Fine thereof to uses,
with a Covenant that himself
and his Wife together, shall
have power to let Leases for
any years 2. 51
An Indenture wherein R. C. be-
ing possessed of a Messuage,
&c. in Fee-simple, grants the
same to J. P. &c. to them and
their Heirs, to certain uses,
viz. for himself for life, yet so
as to pay 10 l. per annum,
Mear and Drink, &c. to his
eldest Son, his Wife, &c. and
after his decease, to several
other uses, &c. 2. 54
An Indenture of settlement by
Fine and Recovery of several
Lordships, Mannors, &c. for
raising of monies for pay-
ment of Debts and Childrens
Portions; as also for entail-
ing thereof, under several
Proviso's and Limitations,
exceeding well drawn 2. 56
An Indenture wherein J. M. be-
ing seized of a Mannor and
other Lands, conceiving he
would die without Issue, and
intending to settle the same
to good uses, by Deed grant-
eth the same to A. B. C. &c. in
trust, to the use of himself for
life, and after to R. his Wife
for life, the remainder to the
Heirs of his Body, and in de-
fault thereof to grant the same
as by Will he should appoint;
with Notes, &c. 2. 69
An Indenture of bargain and sale
of Wood 2. 98
An Indenture (reserving a Lease
for a year) and a Grant of

Reversion upon the trust to
several uses, reserving power
to make Leases, and to revoke
the trust, with Notes thereon
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